



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 23]
No. 23]

नई दिल्ली, मई 30-जून 5, 2010, शनिवार/ज्येष्ठ 9-ज्येष्ठ 15, 1932
NEW DELHI, MAY 30-JUNE 5, 2010, SATURDAY/JYAISTHA 9-JYAISTHA 15, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(आयकर विभाग)

(मुख्य आयकर आयुक्त का कार्यालय, चेन्नै-II)

चेन्नै, 22 फरवरी, 2010

का.आ. 1432.—आम सूचना के लिए यह अधिसूचना जारी की जाती है कि मैसर्स निस्सान अशोक लिलेण्ड टेक्नॉलोजीज़ लिमिटेड, खीवराज काम्पलेक्स-II, चौथी मंजिल, 477-482 अण्णा सालै, नन्दनम, चेन्नै-600035 नामक कंपनी को (जिनको भारत सरकार, विज्ञान और तकनीकी मंत्रालय, नई दिल्ली के आदेश संख्या : एफ.टी. यू-IV/आर.डी.आई/2904/2009 दिनांक 28-08-2009 द्वारा आन्तरिक आर एण्ड डी ईकाइयों के लिए दिनांक 31-3-2012 तक पहले ही मान्यता प्रदान की गई है) वित्तीय वर्ष 2010-11 से 2012-13 तक वैज्ञानिक अनुसंधान करने वाले अन्य संस्थाओं के वर्ग में आयकर नियम 1962 के नियम 5 एफ के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (IIक) के प्रयोजन के लिए निम्नलिखित शर्तों के साथ मान्यता दी जाती है :—

(क) उपरोक्त कंपनी को संदत्त राशि को वैज्ञानिक अनुसंधान के प्रयोजन के लिए खर्च किया जाएगा।

(ख) उपरोक्त कंपनी अपने निजी कर्मचारियों द्वारा अपनी आस्तियों का प्रयोग करते हुए वैज्ञानिक अनुसंधान कार्य करेगी।

(ग) आयकर अधिनियम की धारा 35 की उपधारा (1) के खण्ड (IIक) के अधीन अनुमोदन प्राप्त कम्पनी वैज्ञानिक अनुसंधान के प्रयोजन के लिए प्राप्त निधि के सन्दर्भ में अनुसंधान में खर्च की गई रकम को दर्शाते हुए अलग लेखा-बही रखेगी, अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में विनिर्दिष्ट प्रकार लेखा-बहियों की लेखा परीक्षा कराएगी और उक्त लेखाकार द्वारा सत्यापित और हस्ताक्षरित लेखा परीक्षा रिपोर्ट को संबंधित आयकर निदेशक या आयकर आयुक्त के पास अधिनियम की धारा 139 की उप-धारा (1) में आयकर विवरणी दाखिल करने के लिए उल्लिखित समय सीमा के अन्तर्गत दाखिल करेगी।

(घ) अनुमोदित कम्पनी वैज्ञानिक अनुसंधान के प्रयोजन के लिए प्राप्त दान और इस प्रयोजनार्थ खर्च का विवरण अलग से तैयार करके रखेगी। उक्त विवरण की एक प्रमाणित प्रति लेखाकार की लेखा रिपोर्ट के साथ उप नि म (3) के अनुसार प्रस्तुत करेगी।

(ड.) अनुमोदन दिए जाने के बाद उपरोक्त कंपनी हर साल आयकर अधिनियम की धारा 139 की उप-धारा (1) के अधीन आयकर विवरणी दाखिल करने के लिए विनिर्दिष्ट समय-सीमा के अन्दर संबंधित आयकर आयुक्त को निम्नलिखित विषयों पर प्रकाश डालते हुए एक विवरण प्रस्तुत करेगी।

- (i) पूर्व वर्ष में किए गए अनुसंधान कार्य के बारे में एक विस्तृत टिप्पणी ;
- (ii) राष्ट्रीय और अंतर-राष्ट्रीय पत्रिकाओं में संदर्भाधीन वर्ष में प्रकाशित अनुसंधान लेखों की संक्षिप्त जानकारी ;
- (iii) संदर्भाधीन वर्ष में आवेदन किए गए या पंजीकृत किए गए पेटेंट या अन्य अधिकार का विवरण।
- (iv) अगले वर्षों के लिए उद्देशित अनुसंधान परियोजनाओं का कार्यक्रम और इन कार्यक्रमों के लिए वित्तीय-आबंटन का विवरण।

(च) यदि आयकर आयुक्त इस बात से संतुष्ट है कि उपरोक्त कंपनी

- (i) अपने वैज्ञानिक अनुसंधान कार्यों के लिए अलग लेखा-बही नहीं रखती है
- (ii) लेखा-रिपोर्ट प्रस्तुत करने में चूक की है।
- (iii) अनुसंधान के लिए प्राप्त और उसमें लगे खर्च के संदर्भ में या उप-खण्ड (ड.) में उल्लिखित प्रकार से विवरण प्रस्तुत नहीं किया है, या
- (iv) अनुसंधान कार्यों को समाप्त कर दिया हो या कार्यों में यथार्थता नहीं हो, या
- (v) जिन शर्तों के आधार पर अनुमोदन दिया गया हो, उन शर्तों का अनुपालन नहीं करती है।

तो ऐसे संदर्भ में उचित जाँच पड़ताल के बाद उपरोक्त उपखण्ड (i) से (v) तक के संदर्भ में एक रिपोर्ट धारा 139 की उपधारा (1) के अधीन विवरणी दाखिल करने के लिए निर्दिष्ट दिन से छः महीने के अन्दर अपने मुख्य आयकर आयुक्त को प्रस्तुत करेंगे।

यदि नियम 5 च में उल्लिखित (i) से (v) तक के शर्तों में से किसी भी शर्त को पूरा नहीं किया गया या संबंधित आयकर आयुक्त से नियम 5 च (3)(च) के अंतर्गत प्राप्त रिपोर्ट के आधार पर उपरोक्त अनुमोदन को रद्द किया जा सकता है।

[अधिसूचना सं 1-2009-10/संसी.सी.-II/35(1)(IIए)/2009-10]

जी. सी. जैन, मुख्य आयकर आयुक्त

MINISTRY OF FINANCE

(Income Tax Department)

(OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX, CHENNAI-II)

Chennai, the 22nd February, 2010

S.O. 1432.—It is hereby notified for general information that the company M/s. Nissan Ashok Leyland Technologies Ltd., Khivara Complex II, 4th Floor, 477-482,

Anna Salai, Nandanam, Chennai-600035, (already granted recognition for its in-house R & D units by the Ministry of Science & Technology, Govt. of India, New Delhi vide their order dated 28-08-2009 in F.No.TU-IV/RDI/2904/2009 till 31-03-2012), has been approved for the purpose of Clause (iia) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act) read with Rule 5F of the Income Tax Rules, 1962 (said Rules), for the Assessment Years 2010-11 to 2012-13 in the category of "other institution", engaged in research activities, subject to the following conditions, namely:—

- (a) The sum paid to the above approved company shall be used for scientific research ;
- (b) The applicant company shall carry on scientific research through its own employees using its own assets ;
- (c) The company, approved under clause (iia) of sub-Section (1) of Section 35 shall maintain separate books of account in respect of the sums received by it for scientific research, reflect therein the amount used for carrying on research, get such books of account audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act ;
- (d) The approved company shall maintain a separate statement of donations received and amounts used for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to in sub-rule (3) ;
- (e) Subsequent to the approval, the Company shall, every year, by the due date of furnishing the return of income under sub-section (1) of Section 139, furnish a statement to the Commissioner of Income-tax, containing the following information namely :—
 - (i) a detailed note on the research work undertaken by it during the previous year;
 - (ii) a summary of research articles published in national or international journals during the year;
 - (iii) any patents or other similar rights applied for or registered during the year;
 - (iv) programme of research projects to be undertaken during the forthcoming year and the financial allocation for such projects ;
- (f) If the Commissioner of Income-tax is satisfied that the company—

- (i) is not maintaining separate books of account for research activities, or
 - (ii) has failed to furnish its audit report, or
 - (iii) has not furnished the statement of the sums received and the sums used for research, or a statement referred to in sub-clause (e), or
 - (iv) has ceased to carry on its research activities, or its activities are not genuine, or
 - (v) is not fulfilling the conditions, subject to which the approval was granted to it,
- he may after making appropriate enquiries, furnish a report on the circumstances referred to in sub-clauses (i) to (v) to the jurisdictional Chief Commissioner of Income-tax within six months from the date of furnishing the return of income under sub-section (1) of Section 139.

The above approval may be withdrawn under Rule 5F (2)(j), if any of the above conditions in (a) to (e) of Rule 5F is not satisfied or on receipt of the CIT's report as per Rule 5F (3)(f).

[Notification No. 1-2009-10/No. CC-II/35 (1)(ia)/2009-10]

G.C.JAIN, Chief Commissioner of Income-tax.

(राजस्व विभाग)

नई दिल्ली, 24 मई, 2010

का.आ. 1433.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में राजस्व विभाग के अधीन प्रवर्तन निदेशालय के निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. लखनऊ क्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, 57 ए मीराबाई मार्ग, निकट दैनिक जागरण, लखनऊ-226001
2. चंडीगढ़ क्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, प्रथम तल, संघ राज्य क्षेत्र सरकारी प्रैस बिल्डिंग, मध्य मार्ग, सैक्टर-18 चंडीगढ़-160018
3. नागपुर उप क्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, प्रथम तल, एन एस बिल्डिंग, सिविल लाइन, नागपुर-440029
4. पटना उप क्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, बी एस एफ सी बिल्डिंग, चौथी मंजिल, फ्रेजर रोड, पटना-1

[फाइल सं. ई. 11017/1/2009—एडी (हिन्दी-4)]

मधु शर्मा, निदेशक

(Department of Revenue)

New Delhi, the 24th May, 2010

S.O. 1433.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Directorate of Enforcement

under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

1. Lucknow Regional Office, Directorate of Enforcement, 57 A, Meera Bai Marg, Near Dainik Jagran, Lucknow-226001.

2. Chandigarh Regional Office, Directorate of Enforcement, First floor, Govt. Press Building, Madhya Marg, Sector-18, Chandigarh- 160018.

3. Nagpur Sub Regional Office, Directorate of Enforcement, First Floor, N.S. Building, Civil Line, Nagpur-440029.

4. Patna Sub Regional Office, Directorate of Enforcement, B.S.F.C Building, Fourth Floor, Fraiser Road, Patna-1.

[F.No.E. 11017/1/2009-AD(Hindi-4)]

MADHU SHARMA, Director (OL)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 31 मई, 2010

का. आ. 1434.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) और निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के अनुसार प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एसन एंड कं. जो कि 1068 वीं मैन रोड, माल्लेश्वरम परिसर, बैंगलोर-560 055. में स्थित है, को 10 दिसम्बर, 2009 से प्रभावी तीन वर्ष की अवधि के लिए राजपत्र में इस अधि सूचना के प्रकाशन के द्वारा भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3975 तारीख 20 दिसम्बर, 1965 और का. आ. 3978 तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-I अर्थात् लौह अयस्क, मैंगनीज अयस्क मैंगनीज डॉयक्साइड को छोड़कर और खनिज और अयस्क ग्रुप-II अर्थात् बैराइट्स, मैग्नेसाइट, बेकार जला हुआ और कैल्सीड मैग्नेसाइट्स सहित, लाल आक्साइड, स्टेयड्स और फेल्डस्पार उक्त खनिजों और अयस्कों का निर्यात से पूर्व निरीक्षण करने के लिए निम्नलिखित शर्तों के अधीन बैंगलोर में एक अभिकरण के रूप में मान्यता देती है, अर्थात्:-

(i) मैसर्स एसन एंड कं., बैंगलोर खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 तथा खनिज और अयस्क ग्रुप-II का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी,

(ii) मैसर्स एसन एंड कं., बैंगलोर इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण

और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फाइल सं. 4/14/2009-ई आई एंड ईपी]

किरण पुरी, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 31st May, 2010

S.O. 1434.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) and in pursuance of sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rule, 1964, the Central Government hereby recognises M/s. Essen & Co., located at 106, 8th Main Road, Malleswaram West, Bangalore-560055 as the agency for inspection of Minerals and Ores-Group I namely, Iron Ore, Manganese Ore, excluding Manganese dioxide and Minerals and Ores-Group-II, namely, Barytes, Magnesite, including dead burnt and Calcined Magnesite, Red Oxide, Steatite and Feldspar, as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, vide numbers S.O. 3975, dated the 20th December, 1965 and S.O. 3978, dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Bangalore, for a further period of three years with effect from 10 December, 2009, subject to the following conditions, namely:—

(i) that M/s. Essen & Co., Bangalore shall give adequate facilities to the officer nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by him in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores-Group I (Inspection) Rules, 1965 and rule 4 of the Export of Minerals and Ores-Group II (Inspection) Rules, 1965;

(ii) that M/s. Essen & Co., Bangalore in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/14/2009-EE & EP]

KIRAN PURI, Director

नई दिल्ली, 31 मई, 2010

का.आ. 1434.—अभ्यर्थित सात्कार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनिर्णय (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एसन एंड कंपनी लि. (M/s. एसन एंड कंपनी लि.), इंदिरा नगर, अदियार, चेन्नई-600 020, को निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होने का तारीख से भारत सरकार के वाणिज्य मंत्रालय के अधिनियम सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 और का.आ. 3978, तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क

(समूह-I) अर्थात् लौह अयस्क और मैंगनीज अयस्क मैंगनीज डायॉक्साइड को छोड़कर और (समूह-II) अर्थात् मैंगनीज डायॉक्साइड फेल्डस्पार, रेड ऑक्साइड, येल्लो ओचर, कैल्सीड मैंगनेसाइट, स्टीटाइल और बाराइट्स के निर्यात से पूर्व चैन्नई में उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए निम्नलिखित शर्तों के अधीन एक अधिकरण के रूप में मान्यता देती है, अर्थात्:—

(i) मैसर्स एसन एंड कंपनी लि., चैन्नई, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 तथा खनिज और अयस्क समूह-II का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी;

(ii) मैसर्स एसन एंड कंपनी लि., चैन्नई, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फाइल सं. 4/13/09-ईआई एंड ईपी]

किरण पुरी, निदेशक

New Delhi, the 31st May, 2010

S.O. 1435.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rule, 1964, the Central Government hereby recognise M/s. Essen & Co., located at 11/6, Third Main Road, Indira Nagar, Adyar, Chennai-600 020, as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for inspection of Minerals and Ores (Group-I), namely, Iron Ore, Manganese Ore excluding Manganese Dioxide and (Group-II), namely, Manganese Dioxide, Feldspar, Red Oxide, Yellow Ochre, Calcined Magnesite, Steatite and Barytes specified in the Schedules annexed to the notifications of the Government of India in the Ministry of Commerce numbers S.O. 3975 dated the 20th December, 1965 and S.O. 3978 dated the 20th December, 1965, prior to the export, of the said Minerals and Ores at Chennai, subject to the following conditions, namely:—

(i) that M/s. Essen & Co. Chennai shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores-Group I (Inspection) Rules, 1965 and the Export of Minerals and Ores-Group II (inspection) Rules, 1965;

(ii) that M/s. Essen & Co., Chennai in the performance of their function under this notification

shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No.4/13/09-EI & EP]

KIRAN PURI, Director

खान मंत्रालय

नई दिल्ली, 26 मई, 2010

का.आ. 1436,—सरकारी स्थान [अप्राधिकृत अधिभागियों की बेदखली] अधिनियम, 1971 की धारा 3 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा निम्न तालिका के कॉलम (1) में उल्लिखित अधिकारी, जो सरकार के राजपत्रित अधिकारी के पद के समकक्ष का अधिकारी है, को उक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी नियुक्त करती है, और आगे निदेश देती है कि उक्त अधिकारी इस अधिनियम के द्वारा अथवा इसके तहत आरोपित शक्तियों और कर्तव्यों का प्रयोग उक्त तालिका के कॉलम (2) के संबंध में अपने क्षेत्राधिकार की स्थानीय सीमाओं के अंदर करेगा।

तालिका

अधिकारी का नाम और पदनाम	सरकारी परिसरों की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)
श्री ए. श्री निवास	(1) भारत गोल्ड माइंस लिमिटेड द्वारा कोलार प्रबंधक सुरक्षा व संपदा, गोल्ड फील्ड्स, पोस्ट-उरगाम, जिला-कोलार भारत गोल्ड माइंस (कर्नाटक) में धारित संपत्ति (जैसा अनुबंध-I लिमिटेड, कोलार में विहित है)
गोल्ड फील्ड्स, जिला-कोलार	(2) भारत गोल्ड माइंस लिमिटेड द्वारा रामगिरि खान, पोस्ट धरमावरम, जिला अनंतपुर (आंध्र प्रदेश) में धारित संपत्ति (जैसा अनुबंध-II में विहित है)

[सं. 10(1)/2009-धातु-II(स्वर्ण)]

नीता गुप्ता, अवर सचिव

अनुबंध-I

भारत गोल्ड माइंस लिमिटेड

(भारत सरकार का उद्यम)

के.जी.एफ कोलार जिला औरंगांव पोस्ट, कर्नाटक राज्य-563120 में बीजीएमएल द्वारा धारित संपत्ति का ब्यौरा।

क्र.सं.	भूमि/अवस्थिति	मकानों की संख्या	खरीदा गया क्षेत्र एकड़ में	कुल खरीदने की तारीख	खरीद मूल्य रुपये में	ग्राम	तालुक	जिला
1	2	3	4	5	6	7	8	9
1.	एनडी माइन कामगारों के मकान					केंडीरेगोडावना कोटे	बांगरपेट	कोलार
	(क) सिंगल हटमेंट्स	3164	480.00	28.3.1977	1391880	गोलाहाली, दोदराहाली	बांगरपेट	कोलार
	(ख) डबल हटमेंट्स	132	71.00	28.3.1977	205883	दोदुरकृपाणहाली	बांगरपेट	कोलार
	(ग) मीजनरी माडल हाऊस	552	174.00	28.3.1977	504558	पिच्चाहाली	बांगरपेट	कोलार
	(घ) क्वार्टर	253	152.00	28.3.1977	440764	रेडीहाली	बांगरपेट	कोलार
	(ड.) बंगले	62	68.00	28.3.1977	197184	दासरा होसाल्ली	बांगरपेट	कोलार
	(च) औद्योगिक क्षेत्र	-	4120.12	28.3.1977	11947359			
	कुल	4163	5065.12		14687628			
2.	चैपियन रीक माइन कामगारों के मकान					स्वर्ण कुप्पा		
	(क) सिंगल हटमेंट्स	3433	488.00	28.3.1977	1415083	नाचीहल्ली, पेड्डापल्ली	बांगरपेट	कोलार
	(ख) डबल हटमेंट्स	156	59.00	28.3.1977	171086	औरंगांव ग्राम	बांगरपेट	कोलार
	(ग) मीजनरी माडल हाऊस	147	41.00	28.3.1977	118890	बोटेपल्ली, नाचाल्ली	बांगरपेट	कोलार
	(घ) क्वार्टर	335	422.00	28.3.1977	1223699	गंगानाथोडी	बांगरपेट	कोलार
	(ड.) बंगले	117	310.00	28.3.1977	898926	बोदीगुडकी	बांगरपेट	कोलार
	(च) औद्योगिक क्षेत्र	-	1957.09	28.3.1977	5675091	काथीहल्ली	बांगरपेट	कोलार
	कुल	4188	3277.09		9502774			
3.	मैसूर खान कामगारों के मकान							
	(क) सिंगल हटमेंट्स	1676	459	28.3.1977	1330990	दासराहोसल्ली	बांगरपेट	कोलार
	(ख) डबल हटमेंट्स	347	141	28.3.1977	408866	यात्रेयनहल्ली	बांगरपेट	कोलार
	(ग) मीजनरी माडल हाऊस	266	155	28.3.1977	449463	डोडडाकल्लासल्ली	बांगरपेट	कोलार

	2	3	4	5	6	7	8	9
(घ) क्वार्टर	210	174	28.3.1977	504558	विलेज औरगांव	बांगरपेट कोलार		
(ड.) बंगले	61	370	28.3.1977	1072911	उक्कराहल्ली, कातिहल्ली	बांगरपेट कोलार		
(च) औद्योगिक क्षेत्र -	-	2468.07	28.3.1977	7156811	चिन्नाकोटे, बोविनाहल्ली	बांगरपेट कोलार		
कुल	2560	3767.07		10923599				
क्र.सं भूमि/अवस्थिति	मकानों की संख्या	खरीदा गया कुल क्षेत्र एकड़ में	खरीदने की तारीख	खरीद में मूल्य रुपये में				
कुल सार								
1. एम डी माइन कामगारों के मकान	4163	5065.12		14687628				
2. चैम्पियन रीफ माइन	4188	3277.09		9502774				
3. मैसूर खान कामगारों के मकान	2560	3767.07		10923599				
कुल	10911	12109.28		35114001				

नोट: बीजीएमएल भूमि को सभी गांवों के लिए सामान्य गांव बंगारडागानी-गांव के रूप में उल्लेख किया गया है।

अनुबंध-II

भारत गोल्ड माइंस लिमिटेड

(भारत सरकार का उद्यम)

रामगिरि खान, धर्मावरम पोस्ट, अनंतपुर जिला, आंध्र प्रदेश में बीजीएमएल द्वारा धारित संपत्ति का ब्यौरा

क्र.सं. भूमि/अवस्थिति	मकानों की संख्या	खरीदा गया कुल क्षेत्र एकड़ में	खरीदने की तारीख	खरीद मूल्य रुपये में	ग्राम	तालुक	जिला
1. रामगिरि खान					रामगिरि ग्राम कोटल्ली,	धर्मावरम	अनंतपुर
(क) औद्योगिक क्षेत्र	-	77.610	1984	85845	चेरालोपल्ली		

MINISTRY OF MINES

New Delhi, the 26th, May, 2010

S.O. 1436.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 the Central Government do hereby appoints the officer mentioned in column (1) of the table below being officer equivalent to the rank of Gazetted officer of Govt. to be Estate Officer for the purpose of said Act, and further directs that the said officer shall exercise the powers and duties imposed by or under the said Act, with in the local limits of his jurisdictions in respect of the Public Premises specified in column (2) of the said table.

TABLE

Name and Designation of the officer	Categories of Public Premises and local limits of jurisdiction
Shri A. Srinivas Manager Security and Estate, Bharat Gold Mines Ltd., Kolar Gold Fields, District-Kolar.	(1) Property held by Bharat Gold Mines Ltd. at Kolar Gold Fields, Post-Oorgaum, Distt-Kolar (Karnataka) (As Contained in Annex-I) (2) Property held by Bharat Gold Mines Ltd. At Ramagiri Mines, Post- Dharamavaram Distt.-Anantapur, (A.P.) (As Contained in Annex-II)

[No.10 (I)/2009-MET-II (G)]
NEETA GUPTA, Under Secy.

Annexure-I

BHARAT GOLD MINES LIMITED

(A Government of India Enterprise)

Details of property held by BGML at K.G.F., Kolar District, Oorgaum Post,
Karnataka State-563120

SL. No	Land/Locations	Nos. of House	Total area Purchased in Acres	Date of Purchase	Purchase value in Rs.	Village	Taluk	District
1	2	3	4	5	6	7	8	9
1.	ND Mine workmen							
	Houses :							
	a. Single Hutments	3164	480.00	28-3-1977	1391880	Kediregowdana Kote	Bangarpet	Kolar
	b. Double Hutments	132	71.00	28-3-1977	205883	Golla Halli, Doddarahalli	Bangarpet	Kolar
	c. Measonary model houses	552	174.00	28-3-1977	504558	Doddurkarapanahalli	Bangarpet	Kolar
	d. Quarters	253	152.00	28-3-1977	440764	Pitchahalli,	Bangarpet	Kolar
	e. Bungalows	62	68.00	28-3-1977	197184	Reddied halli,	Bangarpet	Kolar
	f. Industrial Area	-	4120.12	28-3-1977	11947359	Dasarahosaalli	Bangarpet	Kolar
	Total	4163	5065.12		14687628			
2.	Champion Reef Mine							
	Workmen Houses:					Swarna Kuppa		
	a. Single Hutments	3433	488.00	28-3-1977	1415083	Nachihalli, Peddapalli	Bangarpet	Kolar
	b. Double Hutments	156	59.00	28-3-1977	171086	Oorgaum village	Bangarpet	Kolar
	c. Measonary model houses	147	41.00	28-3-1977	118890	Bottepalli, Nachalli	Bangarpet	Kolar
	d. Quarters	335	422.00	28-3-1977	1223699	Ganganathodi	Bangarpet	Kolar
	e. Bungalows	117	310.00	28-3-1977	898926	Bodigurki	Bangarpet	Kolar
	f. Industrial Area	-	1957.09	28-3-1977	5675091	Kathihalli	Bangarpet	Kolar
	Total	4188	3277.09		9502774			
SL. No	Land/Locations	Nos. of House	Total area Purchased	Date of Purchase in Acres	Purchase value in Rs.	Village	Taluk	District
3.	Mysore Mine							
	Workmen Houses:							
	a. Single Hutments	1676	459	28-3-1977	1330990	Dasarahosalli	Bangarpet	Kolar
	b. Double Hutments	347	141	28-3-1977	408866	Byatrayanahalli	Bangarpet	Kolar
	c. Measonary model houses	266	155	28-3-1977	449463	Doddakallshalli	Bangarpet	Kolar
	d. Quarters	210	174	28-3-1977	504558	Oorgaum village	Bangarpet	Kolar
	e. Bungalows	61	370	28-3-1977	1072911	Ukkarahalli, Kathihalli	Bangarpet	Kolar
	f. Industrial Area	-	2468.07	28-3-1977	7156811	Chinnakote, Bovinahalli	Bangarpet	Kolar
	Total	2560	3767.07		10923599			
SL. No	Land/Locations	Nos. of House	Total area Purchased	Date of Purchase in Acres	Purchase value in Rs.	Village	Taluk	District
	TOTAL SUMMARY							
1.	ND Mine workmen	4163	5065.12		14687628			
	Houses:							
2.	Champion Reef Mine	4188	3277.09		9502774			
3.	Mysore Mine Workmen	2560	3767.07		10923599			
	Total	10911	12109.28		35114001			

Note: For all the villages common village name referred as Bangaradagani village for BGML land.

Annexure-II

BHARAT GOLD MINES LIMITED
(A Government of India Enterprises)
Details of property held by BGML at Ramagiri Mines, Dharamavaram Post,
Anantpur District, Andhra Pradesh.

SL. No	Land/Locations	Nos. of House	Total area Purchased	Date of Purchase in Acres	Purchase value	Village in Rs.	Taluk	District
1.	Ramagiri Mine:							
	a. Industrial Area	-	77.610	1984	85845	Ramagiri Village Kothapalli Cheralopalli	Dharamavaram	Anantapur

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 मई, 2010

का. आ. 1437.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया / किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	आई एस 1893 (भाग 1) : 2002	संशोधन संख्या 2, मई 2010	31 मई, 2010
2	आई एस 15835 : 2009	संशोधन संख्या 1, मई 2010	31 मई, 2010

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली - 110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए.के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(DEPARTMENT OF CONSUMER AFFAIRS)
BUREAU OF INDIAN STANDARDS

New Delhi the 25th May, 2010

S.O. 1437.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl.No.	No. and Year of the Indian Standards	No. and Year of The amendment	Date from which the amendment shall have effect
1.	IS 1893 (Part 1) : 2	Amendment No. 2, May 2010	31 May 2010
2.	IS 15835 : 2009	Amendment No. 1, May 2010	31 May 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvanthapuram.

[Ref: CED/ Gazette]

A.K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 26 मई, 2010

का.आ. 1438.—भारतीय भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7930383	08-04-2009	मैसर्स श्री बालाजी इंडस्ट्रीज मुर्तिजापुर, जिला अकोला, महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
2.	7930484	08-04-2009	मैसर्स सांची इंडस्ट्रीज प्लॉट क्र. ए-11/8, एम आई डी सी, बुदिटबोरी तालुका हिंगणा, जिला नागपुर महाराष्ट्र-441112	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
3.	7943190	12-05-2009	मैसर्स द ट्रस्टॉन्स इंडस्ट्रीज बिसाइड्स महाबीज गोडाऊन नेशनल हायवे-क्र6, नांदुरा रोड मलकापुर, जिला बुलढाणा, महाराष्ट्र-443101	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
4.	7943594	12-05-2009	मैसर्स श्रीजी बेवरेजेस गट क्र 753/2, छोटा राजेगांव, तालुका गोंदिया, जिला गोंदिया, महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
5.	7945804	26-05-2009	मैसर्स सागर इंटरनैशनल प्राइवेट लिमिटेड प्लॉट क्र ए-28 और ए-32 एम आई डी सी एरिया सेवाग्राम रोड, वर्धा, महाराष्ट्र-442006	पावर थ्रेसर्स-सेफ्टी रिक्वारमेंट्स	9020	-	-	2002
6.	7946196	26-05-2009	मैसर्स गिरिजा इंडस्ट्रीज प्लॉट क्र 137, 138 और 139 छोरिया ले-आउट, गणेशपुर, जिला यवतमाल, महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
7.	7946301	27-05-2009	मैसर्स सुनिला सारा एक्वा प्रॉडक्ट्स 46, गरोबा मैदान, नागपुर महाराष्ट्र-440014	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	7946705	27-05-2009	मैसर्स ए डी एक्वा इंडस्ट्रीज प्लॉट क्र 13, सर्वे क्र 533, उमरेर, जिला नागपुर महाराष्ट्र-441202	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)-विशिष्ट	14543	—	—	2004
9.	7951290	23-06-2009	मैसर्स श्री गणेश एन्टरप्राइजेस सर्वे क्र 145/155, विदुल, एट हरदडा, पोष्ट धानौरा, तालुका उमरखेड, जिला यवतमाल, महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)-विशिष्ट	14543	—	—	2004
10.	7954603	13-07-2009	मैसर्स अगरवाल इंजीनियरिंग कंपनी 270 मिडल रिंग रोड, ईस्ट वर्धमान नगर, नागपुर, महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)-विशिष्ट	14543	—	—	2004
11.	7965507	11-08-2009	मैसर्स श्री स्टील कास्टिंग प्रा.लि. टी-38/1, एम आई डी सी हिंणगा रोड, नागपुर, महाराष्ट्र-440016	सामान्य संरचनात्मक प्रयोजनों के लिए इस्पात में पुनः रोल करने हेतु कार्बन इस्पात कास्ट शड इन्गोट, शडे, ब्लुम्स और स्लेब	2830	—	—	1992
12.	7964097	12-08-2009	मैसर्स मुरली इन्डस्ट्रीज लिमिटेड सीमेंट यूनिट नारंदा तालुका कोरपना, जिला चंद्रपुर, महाराष्ट्र-442401	43 ग्रेड साधारण पोर्टलैंड सीमेंट	8112	—	—	1989
13.	7964101	12-08-2009	मैसर्स मुरली इन्डस्ट्रीज लिमिटेड सीमेंट यूनिट नारंदा तालुका कोरपना, जिला चंद्रपुर, महाराष्ट्र-442401	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269	—	—	1987
14.	7964202	12-08-2009	मैसर्स पडगोलवार एग्रो इंडस्ट्रीज 192, वर्धमान नगर, सिडेन्डरल एवेन्यू रोड, नागपुर, महाराष्ट्र-440008	सिंचाई उपस्कर-स्पिकलर पाइप विशिष्ट, भाग-2 सहज संयोगी पॉलिएथिलीन पाइप	14151	2	—	1999
15.	7964303	12-08-2009	मैसर्स नवरस (ए डिबीजन ऑफ पेंटालून रिटेल इंडिया लिमिटेड) बिग बजार, लैंडमार्क बिल्डिंग, वर्धारोड, रामदापेठ, नागपुर-440010 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्ट	1417	—	—	1999
16.	7964505	12-08-2009	मैसर्स नवरस (ए डिबीजन ऑफ पेंटालून रिटेल इंडिया लिमिटेड) बीग बजार, लैंडमार्क बिल्डिंग, वर्धारोड, रामदापेठ, नागपुर-440010 महाराष्ट्र	चांदी एवं चांदी मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्ट	2112	—	—	2003

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
17.	7964606	12-08-2009	मैसर्स नवरस (ए डिवीजन ऑफ पेंटालून रिटेल इंडिया लिमिटेड) बीग बजार, पूनम माल, वर्धमान नगर, नागपुर-440008 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	1417	-	-	1999
18.	7964404	12-08-2009	मैसर्स नवरस (ए डिवीजन ऑफ पेंटालून रिटेल इंडिया लिमिटेड) बीग बजार, पूनम माल, वर्धमान नगर, नागपुर-440008 महाराष्ट्र	चांदी एवं चांदी मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	2112	-	-	2003
19.	7965305	12-08-2009	मैसर्स दण्डकारण्य एक्वा इन्डस्ट्रीज, सर्वे क्र 3/4, देवापुर, जाशी राणी नगर, आई टी आई चौक के पास, गडचिरोली, महाराष्ट्र-442605	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)-विशिष्ट	14543	-	-	2004
20.	7967713	24-08-2009	मैसर्स सनविजय रोलिंग एन्ड इंजीनियरिंग लिमिटेड, (यूनिट एच-3), एफ-41/43, एम आई डी सी इंडस्ट्रीयल एरिया हिगणा रोड, नागपुर महाराष्ट्र-440016	तप्तवेल्लित कम, मध्यम और उच्च तनन संरचनात्मक वाला इस्पात	2062	-	-	2006
21.	7968210	28-08-2009	मैसर्स अनिल मधुकर वाजे ज्वेलर्स शॉप क्र 11, रतन मार्केट, इतवारी, टांगा स्टेन्ड स्केवर्स, नागपुर-440002 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	1417	-	-	1999
22.	7971502	09-09-2009	मैसर्स करण कोठारी ज्वेलर्स प्रा. लि., हाउस क्र 475, सराफा ओली, सहिद चौक, इतवारी, नागपुर-440002 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	1417	-	-	1999
23.	7971401	09-09-2009	मैसर्स करण कोठारी ज्वेलर्स प्रा. लि., हाउस क्र 475, सराफा ओली, सहिद चौक, इतवारी, नागपुर-440002 महाराष्ट्र	चांदी एवं चांदी मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	2112	--	--	2003
24.	7973304	16-09-2009	मैसर्स पारेख आर वी ज्वेलर्स सराफा बाजार, इतवारी, नागपुर-440002 महाराष्ट्र	स्वर्ण एवं स्वर्ण मिश्र-धातुएं, आभूषण/शिल्प-कारी शुद्धता एवं मुहरांकन-विशिष्टी	1417	--	--	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
25.	7973708	16-09-2009	मैसर्स दिनशॉ डेअरी फूड्स लि. के-42-42, फाइव स्टार इंडस्ट्रीयल एरिया, एम आइ डी सी, ग्रेड बुट्टीबोरी नागपुर-441122 महाराष्ट्र	मलाईरहित दूध पाउडर- विशिष्ट; भाग I मानक	13334	1	--	1998
26.	7982204	14-10-2009	मैसर्स गजानन इंडस्ट्रिज एस एस क्र 59/1, हिंदुस्तान लिवर गोडाउन के पास, पोस्ट रिधोरा, तालुका बालापुर जिला अकोला, महाराष्ट्र	संवातन और वर्षा के पानी के तंत्र सहित भवनों के अन्दर की मिट्टी तथा अपशिष्ट निरावेशन तंत्र के लिए अनम्यकृत पी वी सी पाइपें-विशिष्टी	13592	--	--	1992
27.	7982406	22-10-2009	मैसर्स इस्पात इंडस्ट्रिज लिमिटेड प्लॉट क्र ए-10/1, 10/2, एम आइ डी सी, कलमेश्वर, जिला नागपुर महाराष्ट्र-441501	खोखले एस्पात के खं संरचनात्मक प्रयोग के लिए-विशिष्ट	4923	1	--	1997
28.	7983610	03-11-2009	मैसर्स पारेख हर्सुखराय त्रिभुवनदास ज्वेलर्स, सराफा बाजार, इतवारी, नागपुर महाराष्ट्र-440002	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन-विशिष्टी	1417	--	--	1999
29.	7984915	10-11-2009	मैसर्स इस्पात इंडस्ट्रिज लिमिटेड प्लॉट क्र ए-10/1, 10/2, एम आइ डी सी, कलमेश्वर, जिला नागपुर महाराष्ट्र-441501	इस्पात की नलियां, नलिकाकार सामग्रियां तथा इस्पात की अन्य फिटिंगें-विशिष्ट भाग I इस्पात की नलियां	1239	1	--	1997
30.	7985008	10-11-2009	मैसर्स इस्पात इंडस्ट्रिज लिमिटेड प्लॉट क्र ए-10/1, 10/2, एम आइ डी सी, कलमेश्वर, जिला नागपुर महाराष्ट्र-441501	इस्पात की नलिकाएं, संरचनात्मक उपयोगों के लिये-विशिष्ट	1161	--	--	1998
31.	7990203	02-12-2009	मैसर्स विदर्भ स्प्रिंग प्रायवेट लिमिटेड के-11, फाय स्टार इंडस्ट्रीयल एरिया, एम आइ डी सी, बुट्टीबोरी, नागपुर महाराष्ट्र	पेकेजबन्द पेय जल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
32.	7991508	11-12-2009	मैसर्स आइडिअल रॉपर्स एच-86, एम आइ डी सी हिंणगा रोड, हिंणगा जिला नागपुर महाराष्ट्र-440016	जनरल रिक्वारमेंट्स ऑफ पेकेजेस ऑफ एक्स्प्लोसिवज पार्ट-1 कमर्सिअल हाय एक्स्प्लोसिवज	10212	1	-	1986

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
33	7995617	01-01-2010	मैसर्स दिपशीला इन्डस्ट्रीज प्लॉट क्र 29 और 30 अचलपुर को-ऑपरेटिव्ह इन्डस्ट्रीअल इस्टेट, अमरावती रोड, अचलपुर, जिला अमरावती महाराष्ट्र-444806	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
34	7996215	01-01-2010	मैसर्स प्रोवेस इन्डस्ट्रीज, प्लॉट क्र 134, अमर ज्योती नगर, नारा रोड, भीम चौक, नागपुर महाराष्ट्र-440014	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	-	-	2004
35	3603954	03-02-2010	मैसर्स टुफार्म टेकनो प्रॉडक्ट्स लि., के एच क्र 7/3, कवठा तालुका कामठी जिला नागपुर, महाराष्ट्र-441002	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	3989	-	-	1984
36	3604047	04-02-2010	मैसर्स साइट्रॉन इंजिनिअरींग प्रा.लि. प्लॉट क्र ए-36, इन्डस्ट्रीअल एरिया, एम आइ डी सी, बुट्टीबोरी, जिला नागपुर महाराष्ट्र-441122	हस्त्य धातु आर्क वेल्डिंग के लिए आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलेक्ट्रोड	814	--	--	2004
37	3605756	08-02-2010	मैसर्स वैभव एग्रो इन्डस्ट्रीज बी-18/7 बुट्टीबोरी, एम आइ डी सी, जिला नागपुर महाराष्ट्र-440108	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	--	--	2004
38	3608156	19-02-2010	मैसर्स एस वी प्रॉडक्ट्स प्लॉट क्र 3, फेज 4 एम आइ डी सी, अकोला जिला अकोला महाराष्ट्र-444104	पेयजल की पूर्ति के लिए असुघटित पी वी सी पाइप)- विशिष्ट	4985	-	-	2000
39	3609158	22-02-2010	मैसर्स मधुर जल माधुरी कोल्डड्रिंक्स, खेडकर नगर, मोरेश्वर कॉलोनी सकाला चौक जिला : अकोला महाराष्ट्र-444005	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	--	--	2004
40	3612147	26-02-2010	मैसर्स भगवती इन्डस्ट्रीज प्लॉट क्र डी-26 शिप्रा इस्पात, एम आइ डी सी, जिला : वर्धा महाराष्ट्र-442001	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	--	--	2004
41	3614656	09-03-2010	मैसर्स मुरजेलो इन्डस्ट्रीज प्लॉट क्र ए-58/1, एम आइ डी सी, चिखली, तालुका चिखली जिला : बुलडाणा महाराष्ट्र	पेकेजबन्द पेयजल (पेकेजबन्द प्राकृतिक मिनरल जल के अलावा)- विशिष्ट	14543	--	--	2004

[सं. सी एम डी-13 : 11]

सी. के. महेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 26th May, 2010

S.O. 1438.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licences No.	Grant CM/L Dated	Name of Address of the Licensee	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
01	7930383	08-04-2009	M/s. Shri Balaji Industries, Murtijapur Distt. Akola, Maharashtra	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
02	7930484	08-04-2009	M/s. Sanchi Industries Plot No. A-11/8, MIDC Butibori, Taluka Hingana, Distt. Nagpur 441112, Maharashtra	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
03	7943190	12-05-2009	M/s. The Truston Industries besides Mahabeej Godown, National Highway 6, Nandura Road Malkapur, Distt. Buldana, Maharashtra-443101	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
04	7943594	12-05-2009	M/s. Shreeji Beverages Gat No. 753/2, Chota Rajegaon, Tah-Gondiya Distt. Gondiya Maharashtra	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
05	7945804	26-05-2009	M/s. Sagar International Pvt. Ltd. Plot No. A-28 & A-32, MIDC Area, Sewagra Road, Wardha Maharashtra-442006	Power Threshers-Safety Requirements	9020	—	—	2002
06	7946196	26-05-2009	M/s. Girija Industries Plot No. 137,138 & 139 Chhoriya Layout, Ganeshpur, Distt. Yavatmal, Maharashtra	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
07	7946301	27-05-2009	M/s. Sunila Sara Awua Products, 46, Garoba Maidan, Nagpur Maharashtra-440014	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
08	7946705	27-05-2009	M/s. A. D. Aqua Industries Plot No. 13, Survey No. 533, Umrer, Distt. Nagpur Maharashtra-441203	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004
09	7951290	23-06-2009	M/s. Shri Ganesh Enterprises, Survey No. 145/155, Vidul at Hardada, Post Dhanora Taluka Umerkhed Distt. Yavatmal Maharashtra	Packaged Drinking Water (other than packaged natural mineral water)	14543	—	—	2004

1	2	3	4	5	6	7	8	9
10.	7954603	13-07-2009	M/s. Agarwal Engineering Company 270 Middle Ring Road East Wardhaman Nagar Nagpur, Maharashtra	Packaged Drinking water (other than packaged natural mineral water)	14543	—	—	2004
11.	7965507	11-08-2009	M/s. Shree Steels Castings Pvt Ltd, T-38/1, MIDC Hingna Road, Nagpur, Maharashtra-440016	Carbon Steel Cast Billet Ingots, Billets, Blooms and Slabs for Rerolling into Steel for steel for General Structural purposes	2830	—	—	1992
12.	7964097	12-08-2009	M/s. Murli Industries Ltd. Cement Unit Naranda Tehsil Corpana Distt. Chandrapur Maharashtra-442401	43 Grade Ordinary Portland Cement	8112	—	—	1989
13.	7964101	12-08-2009	M/s. Murli Industries Ltd. Cement Unit Naranda Tehsil Corpana Distt. Chandrapur Maharashtra-442401	53 Grade Ordinary Portland Cement	12269	—	—	1987
14.	7964202	12-08-2009	M/s. Padgilwar Agro Industries 192, Wardhaman Nagar, Cedntral Avenue Road, Nagpur Maharashtra-440008	Irrigation Equipment-Sprinkler Pipe Part 2 : Quick Coupled Polyethylene Pipes	14151	2	—	1999
15.	7964303	12-08-2009	M/s. Navras (A Division of Pantaloon Retail India Ltd.) Big Bazar, Land Mark Building, Wardha Road, Ramdaspath Nagpur-440010 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts—Fineness	1417	—	—	1999
16.	7964505	12-08-2009	M/s. Navras (A Division of Pantaloon Retail India Ltd.) Big Bazar, Land Mark Building, Wardha Road, Ramdaspath Nagpur-440010 Maharashtra	Silver and Silver Alloys, Jewellery/Artefacts—Fineness and Marking	2112	—	—	2003
17.	7964606	12-08-2009	M/s. Navras (A Division of Pantaloon Retail India Ltd.) Big Bazar, Poonam Mall Wardhaman Nagar Nagpur-440008 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts—Fineness	1417	—	—	1999
18.	7964404	12-08-2009	M/s. Navras (A Division of Pantaloon Retail India Ltd.) Big Bazar, Poonam Mall Wardhaman Nagar Nagpur-440008 Maharashtra	Silver and Silver Alloys, Jewellery/Artefacts—Fineness and Marking	2112	—	—	2003

1	2	3	4	5	6	7	8	9
19.	7965305	12-08-2009	M/s. Dandakaryana Aqua Industry Survey No. 3/4, Devapur, Plot No. 3, Zashirani Nagar Near ITI Chowk, Distt. Gadchiroli Maharashtra-442605	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
20.	7967713	24-08-2009	M/s. Sanvijay Rolling & Engineering Limited., (Unit H-3) F-41/43, MIDC Industrial Area, Hingna Road, Nagpur, Maharashtra-440016	Hot Rolled Low, Medium and High Tensile Structural Steel	2062	—	—	2006
21.	7968210	28-08-2009	M/s. Anil Madhukar Waje Jewellers Shop No. 11, Ratan Market, Itwari Tanga Stand Square, Nagpur-440002 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts— Fineness	1417	—	—	1999
22.	7971502	09-09-2009	M/s. Karan Kothari Jewellers Pvt. Ltd., House No. 475, Sarafa Oli Sahid Chowk, Itwari, Nagpur-440002 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts— Fineness	1417	—	—	1999
23.	7971401	09-09-2009	M/s. Karan Kothari Jewellers Pvt. Ltd., House No. 475 Sarafa Oli Sahid Chowk, Itwari, Nagpur-440002 Maharashtra	Silver and Silver Alloys, Jewellery/Artefacts— Fineness and Marking	2112	—	—	2003
24.	7973304	16-09-2009	M/s. Parekhr Ve Jewellers Sarafa Bazar, Itwari, Nagpur-440002 Maharashtra	Gold and Gold Alloys, Jewellery/Artefacts— Fineness	1417	—	—	1999
25.	7973708	16-09-2009	M/s. Dinshaws Dairy Foods Ltd., K-42-42, Five Star Industrial Area, MIDC, Butibori, Nagpur-441122 Maharashtra	Skimmed Milk Powder— Specification : Part 1: Standard Grade	13334	1	—	1998
26.	7982204	14-10-2009	M/s. Gajanan Pipe Industries, S. S. No. 59/1, Near Hindustan Liver Godown, Post Ridhora, Taluka-Balapur Distt. Akola Maharashtra	Specification for UPVC Pipes for Soil and Waste Discharge System inside Building including and Ventilation and Rainwater System	13592	—	—	1992

1	2	3	4	5	6	7	8	9
27.	7982406	22-10-2009	M/s. Ispat Industries Limited, Plot No. A-10/1, 10/2, MIDC, Kalmeshwar, Distt. Nagpur, Maharashtra-441501	Hollow Steel Sections for Structural Use	4923	—	—	1997
28.	7983610	03-11-2009	M/s. Parekh Hursukharai Tibhubandas Jewellers Sarafa Bazar, Itwari, Nagpur, Maharashtra-440002	Gold and Gold Alloys, Jewellery/Artefacts— Fineness	1417	—	—	1999
29.	7984915	10-11-2009	M/s. Ispat Industries Limited, Plot No. A-10/1, 10/2, MIDC, Kalmeshwar, Distt. Nagpur-441501 Maharashtra	Mild Steel Tubes, Tubulars and other Wrought Steel Fittings—Specification Part 1 : Mild Steel Tubes	1239	1	—	1997
30.	7985008	10-11-2009	M/s. Ispat Industries Limited, Plot No. A-10/1, 10/2, MIDC, Kalmeshwar, Distt. Nagpur-441501 Maharashtra	Steel Tubes for Structural Purposes— Specification	1161	—	—	1998
31.	7990203	02-12-2009	M/s. Vidarbha Springs Pvt. Ltd, K-11, Five Star Industrial Estate, MIDC, Butibori, Nagpur, Maharashtra	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
32.	7991508	11-12-2009	M/s. Ideal Wrappers N-86, MIDC Area Hingna Road, Hingna, Nagpur, Maharashtra-440016	General Requirements for Packages of Explosives : Part 1: Commercial High Explosives	10212	1	—	1986
33.	7995617	01-01-2010	M/s. Deepsheela Industries, Plot No. 29 & 30, Achalpur Co-Operative Industrial Estate, Amravati Road, Achalpur, Distt. Amravati Maharashtra-444806	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
34.	7996215	01-01-2010	M/s. Prowess Industries, Plot No. 134, Amar Jyoti Nagar, Nara Road, Bhim Chowk, Nagpur, Maharashtra-440014	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004

1	2	3	4	5	6	7	8	9
35	3603954	03-02-2010	M/s. Truform Techno Products Ltd. KH No. 7/3, Kawtha Taluka Kamptee Distt. Nagpur Maharashtra-441002	Centrifugally Cast (Spun) Iron Spigot and Socket Soil, Waste and Ventilating Pipes, Fittings and Accessories	3989	—	—	1984
36	3604047	04-02-2010	M/s. Saitron Engineers Pvt. Ltd. Plot No. A-36, Industrial Area, MIDC, Butibori Distt. Nagpur Maharashtra-441122	Covered Electrodes for Manual Metal ARC Welding of Carbon and Carbon Manganese Steel	814	—	—	2004
37	3605756	08-02-2010	M/s. Vaibhav Agro Industries B-18/7, Butibori MIDC Nagpur Maharashtra-440108	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
38	3608156	19-02-2010	M/s. S V Agro Products Plot No. 3 Phase-IV MIDC Akola Distt. Akola Maharashtra-444104	Unplasticized PVC Pipes for Potable Water Supplies-Specification	4985	—	—	2000
39	3609158	22-02-2010	M/s. Madhur Jal Madhuri Cold Drink Khedkar Nagar Moreshwar Colony Sakala Chowk Distt. : Akola Maharashtra-444005	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
40	3612147	26-02-2010	M/s. Bhagwati Industries Plot No. D-26 Opp. Kshipra Ispat MIDC Distt. : Wardha Maharashtra-442001	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004
41	3614656	09-03-2010	M/s. Murzello Industries Plot No. A-58/1, MIDC Chikhali, Taluka Chikhali Distt. Buldana Maharashtra	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	14543	—	—	2004

[No. CMD/13 : 11]

C. K. MAHESHWARI, Scientist 'G' (Certification)

नई दिल्ली, 26 मई, 2010

का.आ. 1439.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
01	2399067	मैसर्स आइडिअल रैपर्स प्लॉट क्र. एन-86, एम आई डी सी हिंगणा रोड, नागपुर-440016	जनरल रिक्वारमेंट्स आफ पैकेज्ड ऑफ एक्सप्लोसिवज पार्ट 1 कमर्सिअल हाय एक्सप्लोसिवज	27-04-2009
02	7907590	मैसर्स पटेल ग्रुप आफ इंडस्ट्रीज एच एन 098, सानवरी वार्ड, रामटेक, तालुका रामटेक, जिला नागपुर, महाराष्ट्र: 441106	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा) -विशिष्टी	22-06-2009
03	7907691	मैसर्स अजय वैनगंगा प्युर वाटर, प्लॉट क्र. ए-57, एम आई डी सी, गडचिरोली, महाराष्ट्र-442605	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा) -विशिष्टी	07-08-2009
04	7730678	मैसर्स ट्रुफॉर्म टेक्नो प्रॉडक्ट्स लि. के एच क्र. 7/3, कवथा तालुका कामठी जिला नागपुर	सेट्रीफ्युगली कास्ट (स्पन) आयर्न स्पायगॉट और सॉकेट सॉइल वेस्ट और वेंटीलेटींग पाइप्स, फिटिंग्स और एसेसरीज	26-08-2009

[सं. सी एम डी 13 : 13]

सी.के. महेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 26th May, 2010

S.O. 1439.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each : —

SCHEDULE

Sl. No.	Licences No CM/L-	Name of Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
01	2399067	M/s. Ideal Wrappers Plot No. N-86, MIDC Hingna Road Nagpur-440016	General Requirements for packaged of Explosives : Part 1 Commercial High Explosive	27-04-2009
02	7907590	M/s. Patel Group of Industries H. No. 098, Sanwari Ward Ramtek, Taluka Ramtek Distt. Nagpur, Maharashtra-441106	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	22-06-2009
03	7907691	M/s. Ajay Wainganga Pure Water Plot No. A-57, MIDC Gadchiroli Maharashtra-442605	Packaged Drinking Water (Other than Packaged Natural Mineral Water)	07-08-2009
04	7730678	Truform Techno Products Ltd. KH. No. 7/3, Kawtha, Tahsil Kamptee, District Nagpur	Centrifugally Cast (Spun) Iron Spigot and Socket Soil Valves and Ventilating Pipes, Fittings and Accessories.	26-08-2009

C. K. MAHESHWARI, Scientist 'G' (Certification)

कोयला मंत्रालय

नई दिल्ली, 2 जून, 2010

का. आ. 1440.—केंद्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 1084 तारीख 17 अप्रैल, 2009 जो भारत के राजपत्र भाग II, खंड 3, उप-खण्ड (ii) तारीख 25 अप्रैल, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 841.196 हेक्टेयर (लगभग) या 2078.60 एकड़ (लगभग) है कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केंद्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त है;

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 722.220 हेक्टेयर (लगभग) या 1784.61 एकड़ (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/(पीएलजी)/लैंड/380, तारीख 9 अप्रैल, 2010 का निरीक्षण कलेक्टर, जिला कोरबा, छत्तीसगढ़ के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, विलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों का और ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन के बाधित आपत्तियां :

"8(1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :-

- (1) इस धारा के अर्थ के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केंद्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिश, उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केंद्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार अर्जित कर लिए जाते हैं।"

टिप्पण 3 : केंद्रीय सरकार ने कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम के अधीन भारत के राजपत्र, भाग-II, खंड-3, उप-खण्ड (ii) तारीख 4 अप्रैल, 1987 में प्रकाशित अधिसूचना संख्या का. आ. 905, तारीख 20 मार्च, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

करतली ईस्ट ब्लॉक, कोरबा क्षेत्र

जिला-कोरबा (छत्तीसगढ़)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/लैंड/380, तारीख 9 अप्रैल, 2010]

सभी अधिकार:

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1	2	3	4	5	6	7	8
1.	करताली	10	78	पाली	कोरबा	39.360	भाग
2.	गणेशपुर	12	सर्वेक्षण रहित	पाली	कोरबा	2.323	भाग
3.	पुटा	14	44	पाली	कोरबा	243.230	भाग
4.	नूनेरा	27	75	पाली	कोरबा	2.270	भाग
5.	उड़ता	14	43	पाली	कोरबा	35.046	भाग

कुल क्षेत्र : 322.229 हेक्टेयर (लगभग) या 796.23 एकड़ (लगभग)

1	2	3	4	5	6	7	8
(ख) राजस्व वन भूमि :							
1.	करताली	10	78	पाली	कोरबा	80.461	भाग
2.	पुटा	14	44	पाली	कोरबा	204.763	भाग
3.	नूनेरा	27	75	पाली	कोरबा	74.059	भाग
4.	उड़ता	14	43	पाली	कोरबा	40.708	भाग
कुल क्षेत्र : 399.991 हेक्टर (लगभग) या 988.38 एकड़ (लगभग)							

कुल योग (क+ख): 722.220 हेक्टर (लगभग)

या 1784.61 एकड़ (लगभग)

1. ग्राम करताली (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 125 भाग, 127 भाग, 128 से 144, 145 भाग, 146 से 149, 150 भाग, 197 भाग, 234 भाग, 642 भाग, 643 भाग, 649 भाग, 650 से 673, 674/1, 674/2.
2. ग्राम गणेशपुर (सर्वेक्षण रहित) (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 127, 128, 129, 130.
3. ग्राम पुटा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2 से 9, 10/1, 10/2, 11 से 32, 33 भाग, 34 भाग, 35 से 80, 81/1, 81/2, 82 से 166, 167 भाग, 168 से 184, 186 से 196, 197 भाग, 198 भाग, 199, 200 भाग, 210/1 भाग, 329 भाग, 330/1 भाग, 330/2 भाग, 331, 332 भाग, 337 भाग, 338 भाग, 339 भाग, 346 भाग, 347 भाग, 377 भाग, 384 भाग.
4. ग्राम नूनेरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 219/8, 220 भाग, 221 भाग, 222 से 224, 225 भाग, 226, 227/2, 227/1, भाग, 228 भाग, 229, 230, 1137 भाग, 1138 भाग.
5. ग्राम उड़ता (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 1 भाग, 2 भाग, 3 भाग, 93 भाग, 94 भाग, 97, 98 भाग, 99, 100 भाग, 102 भाग, 103 से 107, 108 भाग, 109 भाग, 110, 111/1, भाग, 111/2, 111/3, 111/4, 111/5, 158, 159.

सीमा वर्णन :

- क-ख : रेखा ग्राम करताली के बिन्दु 'क' से आरंभ होती है और प्लॉट संख्या 127, 125 से गुजरकर, ग्राम नूनेरा के 227/1, 221, 225, 220, 228 से गुजरकर, 230 के उत्तरी सीमा से होकर, 228 से गुजरकर बिन्दु 'ख' पर मिलती है।
- ख-ग : रेखा प्लॉट संख्या 228 से गुजरकर ग्राम नूनेरा और पुटा के सम्मिलित सीमा के बिन्दु 'ग' पर मिलती है।
- ग-घ : रेखा ग्राम नूनेरा और पुटा के सम्मिलित सीमा से होकर, ग्राम नूनेरा के प्लॉट संख्या 1137, 1138 से गुजरकर बिन्दु 'घ' पर मिलती है।
- घ-ङ : रेखा ग्राम नूनेरा के प्लॉट संख्या 1138 से गुजरकर, ग्राम उड़ता के 1 से गुजरकर बिन्दु 'ङ' पर मिलती है।
- ङ-च : रेखा ग्राम उड़ता के प्लॉट संख्या 3, 2, 1 से गुजरकर, ग्राम पुटा के 137 से गुजरकर बिन्दु 'च' पर मिलती है।
- च-छ : रेखा ग्राम नूनेरा के प्लॉट संख्या 137 से गुजरकर, ग्राम उड़ता के 1, 102, 100, 98, 111/1, 94, 95, 108, 109 से गुजरकर बिन्दु 'छ' पर मिलती है।
- छ-ज : रेखा ग्राम पुटा के प्लॉट संख्या 384, 377, 167, 210/1, 185 से गुजरकर, बिन्दु 'ज' पर मिलती है।
- ज-झ : रेखा ग्राम पुटा के प्लॉट संख्या 187 के पश्चिमी सीमा से होकर, 210/1, 197, 198, 200, 300/1, 329, 332, 337, 338, 339, 346, 347, 33, 34 से गुजरकर, ग्राम गणेशपुर के 130, 129, 128, 127 के दक्षिणी सीमा से होकर बिन्दु 'झ' पर मिलती है।
- झ-ञ : रेखा ग्राम करताली के प्लॉट संख्या 668 के दक्षिणी सीमा से होकर, 642, 643, 649 से गुजरकर, 650 के पश्चिमी सीमा से होकर, 145, 150, 197 से गुजरकर बिन्दु 'ञ' पर मिलती है।
- ञ-क : रेखा प्लॉट संख्या 197, 234, 127 से गुजरकर आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/3/2009-पी आर आई डब्ल्यू-1]

एम. शाहबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 2nd June, 2010

S.O. 1440.—Whereas, by the notification of the Government of India in the Ministry of Coal, number S.O. 1084 dated the 17th April, 2009, issued under Sub-Section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 25th April, 2009, the Central Government gave notice of its intention to prospect for coal in 841.196

hectares (approximately) or 2078.60 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification ;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 722.220 hectares (approximately) or 1784.61 acres (approximately) with all rights in or over the said lands as described in the Schedule appended hereto.

Note 1 : The Plan bearing number SECL/BSP/GM/(PLG)/LAND/380, dated, the 9th April, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Korba, (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the Office of the South Eastern Coalfield Limited, Revenue Section, Seepat Road, Bilaspur-495006, Chhattisgarh.

Note 2 : Attention is hereby invited to the provisions of section 8 of the said Act, which provides as follows :

Objection to Acquisition.:

"8(1) Any person interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land,

Explanation,

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7, or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of the Government.
- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 : The Coal Controller, 1, Council House Street, Kolkata, 700001, has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in part II, section 3, sub-section (ii) of the Gazette of India, dated the 4th April 1987.

SCHEDULE

Korba East Block, Korba Area

District Korba, (Chhattishgarh)

[Plan bearing number SECL/BSP/GM/(PLG) LAND/380, dated the 9th April, 2010]

All Rights:

(A) Revenue Land :

Sl. No.	Name of Village	Patwari halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1	2	3	4	5	6	7	8
1.	Kartali	10	78	Pali	Korba	39.360	Part
2.	Ganeshpur	12	unsurveyed	Pali	Korba	2.323	Part
3.	Puti	14	44	Pali	Korba	243.230	Part
4.	Nunera	27	75	Pali	Korba	2.270	Part
5.	Urta	14	43	Pali	Korba	35.046	Part
Total : 322.229 hectares (approximately) or 796.23 acres (approximately).							

(B) Revenue Forest Land :

S1. No.	Name of Village	Patwari halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1.	Kartali	10	78	Pali	Korba	80.461	Part
2.	Puti	14	44	Pali	Korba	204.763	Part
3.	Nunera	27	75	Pali	Korba	74.059	Part
4.	Urta	14	43	Pali	Korba	40.708	Part

Total: 399.991 hectares (approximately) or 988.38 acres (approximately).

**Grand Total (A+B) : 722.220 hectares (approximately)
or 1784.61 acres (approximately).**

1. Plot numbers to be acquired in village Kartali (Part): 125P, 127P, 128 to 144, 145P, 146 to 149, 150P, 197P, 234P, 642P, 643P, 649P, 650 to 673, 674/1, 674/2.
2. Plot numbers to be acquired in village Ganeshpur(unsurveyed) (Part): 127, 128, 129, 130.
3. Plot numbers to be acquired in village Puti (Part): 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2 to 9, 10/1, 10/2, 11 to 32, 33P, 34P, 35 to 80, 81/1, 81/2, 82 to 166, 167P, 168 to 184, 186 to 196, 197P, 198P, 199, 200P, 210/1P, 329P, 330/1P, 330/2, 331, 332P, 337P, 338P, 339P, 346P, 347P, 377P, 384P.
4. Plot numbers to be acquired in village Nunera (Part): 219/8, 220P, 221P, 222 to 224, 225P, 26, 227/2, 227/1P, 228P, 229, 230, 1137P, 1138P.
5. Plot numbers to be acquired in village Urta (Part): 1 P, 2P, 3P, 93P, 94P, 97, 98P, 99, 100P, 102P, 103 to 107, 108P, 109P, 110, 111/1 क P, 111/2, 111/3, 111/4, 111/5, 158, 159.

Boundary Description :

- A-B : Line starts from point "A" in village Kartali and passes through plot no. 127, 125, in village Nunera through 227/1, 221, 225, 220, 228, along northern boundary of 230, through 228 and meets at point 'B'.
- B-C : Line passes through plot no. 228 and meets common village boundary of Nunera and Puti at point 'C'.
- C-D : Line passes along common village boundary of Nunera and Puti, in village Nunera through 1137, 1138 and meets at point 'D'.
- D-E : Line in village Nunera passes through plot no. 1138, in village Urta through 1 and meets at point 'E'.
- E-F : Line passes in village Urta through plot no. 3, 2, 1, in village Puti through 137 and meets at point 'F'.
- F-G : Line passes in village Nunera through plot no. 137, in village Urta through 1, 102, 100, 98, 111/1 क, 94, 95, 108, 109 and meets at point "G".
- G-H : Line passes in village Puti through plot no. 384, 377, 167, 210/1, 185 and meets at point "H".
- H-I : Line passes in village Puti along western boundary of plot no. 187, through 210/1, 197, 198, 200, 330/1, 329, 332, 337, 338, 339, 346, 347, 33, 34, in village Ganeshpur along southern boundary of 130, 129, 128, 127 and meets at point "I".
- I-J : Line passes in village Kartali along southern boundary of plot no. 668 through 642, 643, 649, along western boundary of 650, through 145, 150, 197 and meets at point "J".
- J-A : Line passes through 197, 234, 127 and meets at starting point "A".

[F. No. 43015/3/2009-PRIW-1]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 मई, 2010

का.आ. 1441.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है मध्य प्रदेश राज्य में बीना संस्थापन से राजस्थान राज्य में कोटा तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री किशोर कुमार शर्मा, सक्षम प्राधिकारी, बीना-कोटा पाइपलाइन परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, बी -105 इन्द्रा विहार तलवण्डी, कोटा- 324005 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : लाड़पुरा		जिला : कोटा	राज्य : राजस्थान
क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	डाहरा	345	0.0650
2	गोदल्याहेडी	8	0.0880

[फा.सं. आर -31015/7/2009 ओ.आर.-II]

ए, गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, 17th May, 2010

S.O. 1441.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products Pipeline from Bina terminal in the State of Madhya Pradesh to Kota in the State of Rajasthan should be laid by Bharat Petroleum Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the such pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Kishore Kumar Sharma, Competent Authority, Bina-Kota Pipeline Project, Bharat Petroleum Corporation Limited, B-105 Indra Vihar Talwandi, Kota- 324005 (Rajasthan).

SCHEDULE

Tehsil : Ladpura		District : Kota	State : Rajasthan
S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Dahra	345	0.0650
2	Godalyahedi	8	0.0880

[F. No. R.-31015/7/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 21 मई, 2010

का.आ. 1442.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1885 तारीख 08-07-2009, जो भारत के राजपत्र तारीख 11-7-2009 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थान से मध्य प्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 10-09-2009, के दौरान उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील : देवगढ़ बारिया जिला : दाहोद राज्य : गुजरात			
क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	पीपलोद	322+336	00.2250
		575	00.0365
		474	00.4911
		269	00.1000
2.	पंचेला	117/23	00.4800
		117/पैकी/6	00.7000
		117/पैकी/7	00.2640
		117/पैकी/8	00.3640

[फा. सं. आर-31015/21/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 21st May, 2010

S.O. 1442.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1885 dated the 08-07-2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 11-07-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were made available to the public during 10-09-2009;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrance.

SCHEDULE

Tehsil : Devgad Bariya District : Dahod State : Gujarat

S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Piplod	322+336	00.2250
		575	00.0365
		474	00.4911
		269	00.1000
2.	Panchela	117/23	00.4800
		117/P/6	00.7000
		117/P/7	00.2640
		117/P/8	00.3640

[F. No. R.-31015/21/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 21 मई, 2010

का.आ. 1443.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2175 तारीख 13-08-2009, जो भारत के राजपत्र तारीख 15-08-2009 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थान से मध्य प्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय घोषणा की थी;

और उक्त राजपत्र में अधिसूचना की प्रतियां जनता को तारीख 31-10-2009 से तारीख 25-11-2009 के दौरान उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन

विशेष के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील : जामनगर जिला : जामनगर राज्य : गुजरात			
क्र. सं.	शक्ति का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1.	भागवा	71	00.0210
2.	वसई	15	00.0383
		17	00.2280
		37/2	00.2592
3.	नाधेडी	5 पैकी	00.0500
		5 पैकी	00.3812
		12 पैकी	00.7331
4.	कनसुमरा	294	00.1673
		66	00.1420
5.	मोरकंडा	180	00.0490
		165	00.3965
		232	00.3000
		233	00.1800
		174	00.1500
		174	00.1620
6.	टेखा	108 पैकी	00.0906
		84/2 पैकी	00.0502
		83 पैकी	00.0710
7.	मोट धावरीया	400 पैकी	00.0124
		285	00.2125
		199	00.0260
		151 पैकी	00.0287
		151 पैकी	00.0425
		152	00.1290
8.	अलीयाबाडा	130	00.1150

1	2	3	4
		143	00.0300
		142/1 पैकी	00.1150
		142/1 पैकी	00.2650
		146 पैकी	00.1101
		146 पैकी	00.1590
		163/1 पैकी	00.2360
		193 पैकी	00.0200
		293 पैकी	00.0400
		401 पैकी	00.3810
		164/2 पैकी	00.1907
		142/3 पैकी	00.0700
9.	मोडा	453 पैकी	00.2430
		454	00.3700
		456	00.1485
		474	00.0945
		15/2	00.0419
		86 पैकी	00.0199
		86 पैकी	00.0911
10.	लाखाणी मोटावास	316 पैकी	00.2000
		390 पैकी 2	00.1000
		389	00.1196
		431 पैकी	00.0930
		426	00.4559
11.	लाखाणी नानावास	232 पैकी	00.0860
		233	00.4183

[फा. सं. आर-31015/25/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 21st May, 2010

S.O. 1443.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2175 dated the 13-08-2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 15-08-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were available to the public during 30-10-2009 to 25-11-2009;

And whereas the Competent Authority has, under sub-section (1) of Section 6 the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrance.

SCHEDULE

Tehsil : Jamnagar District : Jamnagar State : Gujarat			
S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Gagwa	71	00.0210
2.	Vasai	15	00.0383
		17	00.2280
		37/2	00.2592
3.	Naghedi	5 Paiki	00.0500
		5 Paiki	00.3812
		12 Paiki	00.7331
4.	Kansumra	294	00.1673
		66	00.1420
5.	Morkanda	180	00.0490
		165	00.3965
		232	00.3000
		233	00.1800
		174	00.1500
		174	00.1620
6.	Theba	108 Paiki	00.0906
		84/2 Paiki	00.0502
		83 Paiki	00.0710
7.	Mota Thavaria	400 Paiki	00.0124
		285	00.2115
		199	00.0260

1	2	3	4
		151 Paiki	00.0287
		151 Paiki	00.0425
		152	00.1290
8.	Aliyabada	130	00.1150
		143	00.0300
		142/1 Paiki	00.1150
		142/1 Paiki	00.2650
		146 Paiki	00.1101
		146 Paiki	00.1590
		163/1 Paiki	00.2360
		193 Paiki	00.0200
		293 Paiki	00.0400
		401 Paiki	00.3810
		164/2 Paiki	00.1907
		142/3 Paiki	00.0700
9.	Moda	453 Paiki	00.2430
		454	00.3700
		456	00.1485
		474	00.0945
		15/2	00.0419
		86 Paiki	00.0199
		86 Paiki	00.0911
10.	Lakhani Motawas	316 Paiki	00.2000
		390 Paiki 2	00.1000
		389	00.1196
		431 Paiki	00.0930
		426	00.4550
11.	Lakhani Nanawas	232 Paiki	00.0860
		233	00.4183

[F.No. R-31015/25/2009-OR-II]

A. GOSWAMI, Under Secretary

नई दिल्ली, 21 मई, 2010

का.आ. 1444.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2172 तारीख 13-08-2009, जो भारत के राजपत्र तारीख 15-08-2009 में प्रकाशित की गई थी, द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार-संस्थापन से मध्यप्रदेश राज्य में बीना तक अन्वये पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के

माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 20-10-2009 से तारीख 07-11-2009 के दौरान उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील : मातर		जिला : खेड़ा	राज्य : गुजरात
क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1.	असामली	457	00.1328
		483/2	00.0315
2.	असलाली	82/बी	00.0444
3.	त्रान्जा	82	00.0400
4.	हेरंज	567	00.0427
5.	खांधली	12	00.0740
		322	00.0481
		354	00.1456
		335	00.0175
		361	00.0369
6.	मलियातज	59	00.0208

[फा. सं. आर-31015/27/2009-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 21st May, 2010

S.O. 1444.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2172 dated the 13-08-2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land)

Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 15-08-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were available to the public during 20-10-2009 to 07-11-2009;

And whereas the Competent Authority has, under sub-section (1) of Section 6 the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrance.

SCHEDULE

Tehsil : Matar		District : Kheda		State : Gujarat
S.No.	Name of Village	Survey No.	Area in Hectare	
1	2	3	4	
1.	Asamali	457	00.1328	
		483/2	00.0315	
2.	Aslali	82/B	00-0444	
3.	Tranja	82	00-0400	
4.	Heranj	567	00-0427	
5.	Khandhli	12	00-0740	
		322	00-0481	
		354	00-1456	
		335	00-0175	
		361	00-0369	
6.	Maliyataj	59	00-0208	

[F. No. R-31015/27/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 21 मई, 2010

का.आ. 1445.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2485 तारीख 08-09-2009, जो भारत के राजपत्र तारीख 12-09-2009 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थापन से मध्यप्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 05-11-2009, से तारीख 10-11-2009 के दौरान उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील : ठासरा		जिला : खेड़ा	राज्य : गुजरात
क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1.	सीमलज	156 पैकी	00.3523
2.	आगरवा	1099	00.0215
		724	00.0016
		635/1	00.0127
3.	उपलेट	96	00.4400

[फा. सं. आर-31015/33/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 21st May, 2010

S.O. 1445.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2485 dated the 08-09-2009, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 12-09-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were made available to the public during 05-11-2009 to 10-11-2009;

And whereas the Competent Authority has, under sub-section (1) of Section 6 the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil : Thasra		District : Kheda	State : Gujarat
S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Simlaj	156 P	00.3523
2.	Agarwa	1099	00-0215
		724	00.0016
		635/1	00.0127
3.	Uplet	96	00-4400

[F.No. R-31015/33/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 जून, 2010

का.आ. 1446.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-कोलाबिरा	जिला-झारसुगुडा	राज्य-उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
सोडामाल	1353	00	21	83
	1232	00	03	16
	1512	00	25	06
	1213	00	11	38
	1214	00	01	70
	1215	00	49	89
	1218	01	01	82
	1219	00	00	10
	5996	00	13	63
	1960	00	03	07
	1959	00	02	76
	1958	00	08	23
	1956	00	00	20

(1)	(2)	(3)	(4)	(5)
सोडामाल	1963	00	10	44
	1947	00	03	68
	1946	00	00	20
	1945	00	07	63
	1944	00	03	88
	1943	00	08	22
	1931	00	01	27
	1941	00	00	48
	1940	00	04	09
	1934	00	04	15
	1933	00	02	68
	1935	00	00	76
	1927	00	03	06
	1924	00	04	76
	1925	00	05	17
	1926	00	06	40
	1921	00	11	44
	1920	00	08	29
	1919	00	00	78
	1915	00	01	78
	1914	00	04	65
	1913	00	17	10
	1990	00	04	66
	1912	00	00	29
	5983	00	00	15
	1996	00	07	30
	1997	00	00	10
	5956	00	05	42
	2017	00	01	20
	2016	00	15	68
	2015	00	03	87
	2003	00	23	17
	2010	00	04	08
	2046	00	00	63
	2008	00	00	90
	2009	00	02	06
	2048	00	20	00
	2065	00	03	73
	2063	00	01	86
	2064	00	08	44
	2074	00	00	20
	2075	00	35	85
	2102	00	18	70

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
सोडामाल	2103	00	04	86	समासिधा	1857	00	08	07
	2106	00	60	94		1855	00	00	10
	2191	00	01	30		1856	00	20	51
	2192	00	03	43		1858	00	01	19
	2190	00	31	87		15761	00	01	40
	2188	00	02	40		1851	00	09	45
	2205	00	04	46		1852	00	01	11
	2204	00	01	23		1850	00	00	70
	2181	00	00	10		1733	00	00	10
	2206	00	01	13		1734	00	01	00
	2207	00	04	49		1732	00	12	13
	2208	00	03	99		1724	00	09	92
	2209	00	01	68		1723	00	03	39
	2283	00	19	64		1722	00	03	62
	2212	00	04	05		1721	00	05	27
	2211	00	01	62		1740	00	09	51
	2213	00	03	62		1741	00	04	60
	2210	00	00	10		1742	00	01	62
	2214	00	08	35		1715	00	00	48
	2215	00	06	89		5802	00	04	92
	2222	00	04	83		1744	00	00	10
	2223	00	10	06		1743	00	01	26
	2224	00	01	03		1745	00	04	47
	2225	00	04	55		1746	00	04	51
	2280	00	00	10		1747	00	05	52
	2279	00	08	56		1748	00	04	33
	2230	00	07	27		1749	00	03	14
	2275	00	02	95		1751	00	00	43
	2274	00	18	95		1750	00	08	83
	2270	00	07	59		1762	00	01	43
	2269	00	00	10		1768	00	02	84
	3361	00	14	14		5576	00	00	98
समासिधा	1651	00	13	83		1769	00	08	57
	1652	00	14	07		1770	00	00	72
	1673	00	11	44		1767	00	05	38
	1672	00	05	29		1781	00	02	93
	1671	00	06	01		1780	00	01	94
	5621	00	01	21		1782	00	00	10
	1668	00	00	54		1784	00	04	98
	1669	00	05	32		1800	00	00	10
	1670	00	00	70		1785	00	08	63
	1657	00	01	77		1786	00	00	35
	1687	00	02	78		1788	00	03	09

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
समासिधा	1791	00	00	75	समासिधा	1039	00	02	64
	1790	00	05	52		1038	00	05	81
	1792	00	03	38		1040	00	11	77
	1793	00	03	47		1043	00	10	02
	1794	00	04	09		994	00	03	03
	1913	00	03	00		992	00	25	77
	1933	00	00	36		5632	00	00	14
	1926	00	06	03		991	00	02	11
	1409	00	00	10		987	00	02	32
	1402	00	00	21		948	00	30	89
	1263	00	06	66		949	00	01	17
	1262	00	09	55		950	00	03	53
	2438	00	01	18		951	00	06	04
	1261	00	05	16		952	00	05	26
	5520	00	00	82		953	00	01	54
	1260	00	01	06		955	00	04	72
	1259	00	06	67		314	00	01	14
	1248	00	04	16		335	00	03	49
	1249	00	01	40		5568	00	01	87
	1250	00	00	87		334	00	01	74
	1251	00	14	99		336	00	00	16
	1243	00	00	23		333	00	03	81
	1242	00	04	51		5387	00	07	57
	1233	00	08	12		322	00	07	24
	1232	00	10	87		318	00	03	65
	1166	00	19	04		317	00	03	83
	1165	00	05	44		319	00	02	22
	1164	00	04	20		310	00	03	20
	1121	00	01	92		320	00	02	49
	1116	00	02	47		309	00	05	73
	1119	00	04	02		321	00	00	39
	1120	00	00	10		308	00	00	52
	1119	00	04	02		307	00	01	45
	1118	00	03	72		306	00	02	52
	1117	00	01	52		305	00	01	74
	1089	00	00	10	तरेकेला	1917	00	02	30
	1085	00	06	11		1916	00	05	75
	1088	00	04	67		1915	00	02	89
	1086	00	04	05		1924	00	00	10
	1087	00	04	52		2139	00	04	10
	5408	00	03	74		1927	00	00	72
	1037	00	00	56		1911	00	08	27
	1058	00	01	13		1910	00	01	52

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
तरेकेला	1454	00	06	98	तरेकेला	768	00	06	47
	1455	00	02	93		754	00	05	26
	1456	00	03	40		753	00	03	47
	1458	00	07	61		751	00	10	14
	1466	00	02	28		750	00	00	20
	1459	00	00	10		744	00	08	17
	1464	00	00	20		748	00	06	09
	1465	00	01	90		746	00	00	73
	1477	00	11	54		747	00	07	24
	1468	00	01	38		730	00	06	68
	1467	00	01	19		703	00	05	69
	2127	00	00	58		727	00	10	41
	1476	00	05	84		726	00	00	10
	1478	00	02	14		725	00	07	02
	2230	00	06	05		728	00	00	10
	1494	00	00	72		724	00	05	20
	2229	00	00	60		723	00	02	47
	1495	00	01	54		722	00	04	49
	1496	00	03	94		720	00	00	27
	1497	00	09	35		719	00	07	40
	1505	00	07	50		715	00	01	87
	1504	00	12	89		714	00	00	10
	1508	00	01	83		536	00	13	67
	1509	00	09	91		537	00	20	10
	1512	00	06	21		584	00	04	16
	1513	00	05	82		539	00	03	48
	1514	00	06	69		583	00	18	72
	830	00	60	01	सालहेपालि	1398	00	06	74
	829	00	00	10		1400	00	00	10
	832	00	00	20		1399	00	06	36
	807	00	04	78		1397	00	05	46
	808	00	11	00		1393	00	02	23
	827	00	06	80		1392	00	00	10
	825	00	00	10		1394	00	07	08
	824	00	08	22		1395	00	00	38
	813	00	05	53		1396	00	04	90
	817	00	03	07		1376	00	01	30
	815	00	08	66		1377	00	06	28
	814	00	05	32		1364	00	02	07
	799	00	07	14		1363	00	02	63
	767	00	05	15		1362	00	04	59
	770	00	02	74		1361	00	00	42
	798	00	00	10		1360	00	03	76

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
सालहेपालि	1359	00	01	62	पतरापालि	494	00	00	10
	1358	00	04	49		493	00	07	09
	1270	00	16	35		492	00	12	84
	1253	00	19	74		466	00	00	10
	1251	00	16	26		467	00	01	37
	1684	00	02	05		469	00	00	26
	1252	00	03	59		470	00	05	25
	1233	00	01	01		471	00	04	04
	1675	00	01	55		472	00	09	43
	1674	00	05	57		1864	00	01	00
	1224	00	02	37		2039	00	00	20
	1673	00	03	18		461	00	00	20
	1052	00	03	72		441	00	22	91
	1051	00	00	14		442	00	11	48
	1054	00	05	24		444	00	10	76
	1050	00	06	94		391	00	11	41
	1060	00	26	05		395	00	02	31
	1068	00	12	86		392	00	11	11
	1067	00	00	69		379	00	29	09
	1066	00	00	76		382	00	00	58
	1124	00	32	07		383	00	00	95
	1125	00	00	86		385	00	03	88
	1126	00	06	09		384	00	07	67
	1127	00	01	89		378	00	01	15
	1661	00	00	16		376	00	22	06
	1135	00	01	77		596	00	02	01
	1585	00	05	62		275	00	11	38
	1118	00	15	32		276	00	06	63
डण्डाबुडा	1357	00	04	74		277	00	18	53
	948	00	04	31		297	00	03	07
	949	00	01	19		279	00	47	36
	937	00	02	82		268	00	21	55
	934	00	05	15		281	00	08	57
	933	00	01	53		282	00	00	19
	931	00	06	87		286	00	11	25
	932	00	02	94		285	00	05	84
	930	00	01	33		25	00	11	49
पतरापालि	485	00	04	04		26	00	08	08
	484	00	01	95		27	00	00	10
	486	00	04	35		22	00	10	31
	487	00	14	40		23	00	04	95
	488	00	02	42					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
पतरापालि	24	00	01	38	खुनापालि	352	00	05	12
	21	00	00	73		366	00	06	33
	20	00	02	22		404	00	05	64
	11	00	02	38		405	00	02	27
	10	00	00	10		406	00	06	66
परमानपुर	2424	00	02	50		408	00	01	08
	3685	00	02	75		407	00	05	91
	3979	00	02	44		435	00	08	47
	2423	00	05	19		436	00	03	70
	4005	00	01	55		437	00	00	96
	2422	00	22	08		516	00	02	00
	2420	00	26	94		1219	00	03	85
	2414	00	10	08		542	00	07	79
खुनापालि	223	00	00	15		553	00	01	31
	222	00	16	40		551	00	02	70
	218	00	06	41	जामपालि	713	00	00	57
	219	00	12	12		248	00	03	85
	220	00	00	18		291	00	03	80
	241	00	00	10		293	00	00	89
	242	00	01	62		294	00	02	27
	243	00	00	82		295	00	02	05
	244	00	02	10		296	00	02	19
	274	00	00	42		286	00	00	11
	245	00	02	67		297	00	02	05
	273	00	04	13		298	00	02	40
	275	00	02	71		285	00	05	10
	276	00	01	67		725	00	00	72
	277	00	05	81		284	00	08	18
	295	00	11	82		281	00	03	40
	280	00	00	24		301	00	00	10
	294	00	00	40		280	00	05	67
	311	00	06	19		279	00	01	00
	313	00	01	40		278	00	00	27
	315	00	10	98		302	00	03	55
	314	00	01	54		303	00	03	76
	323	00	03	41		276	00	00	10
	324	00	01	95		277	00	00	10
	325	00	06	27		274	00	02	38
	357	00	01	67		273	00	01	55
	356	00	02	29		272	00	02	61
	354	00	04	66		267	00	01	31
	353	00	02	63		271	00	00	56
						268	00	01	54

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
जाममाल	269	00	01	30	जाममाल	27	00	02	59
	218	00	02	68		25	00	00	57
	217	00	03	02		26	00	00	81
	215	00	02	83		24	00	01	86
	213	00	01	90		13	00	00	10
	211	00	04	68	रेनालिपालि	461	00	00	24
	210	00	01	25		460	00	07	20
	200	00	03	07		459	00	00	10
	201	00	03	36		457	00	15	95
	203	00	04	38	केलेण्डामाल	1921	00	06	97
	182	00	04	32		1922	00	00	25
	181	00	00	41		1928	00	03	76
	178	00	00	51		1976	00	08	64
	177	00	02	24		1975	00	00	81
	333	00	03	31		1977	00	04	54
	727	00	01	36		1973	00	15	15
	173	00	05	88		1972	00	00	10
	167	00	01	17		1971	00	00	77
	172	00	06	37		1970	00	03	73
	168	00	00	33		1978	00	02	15
	170	00	01	98		1969	00	01	04
	171	00	01	48		1979	00	00	28
	163	00	01	40		1968	00	02	83
	156	00	01	93		1962	00	00	69
	148	00	04	33		1942	00	00	40
	150	00	08	18		1967	00	05	54
	154	00	00	65		1963	00	03	07
	153	00	04	58		1958	00	09	75
	381	00	02	87		1826	00	11	43
	389	00	00	10		1825	00	03	03
	382	00	00	81		1823	00	10	74
	41	00	00	10		1822	00	13	24
	40	00	00	10		2055	00	16	06
	39	00	08	83		1806	00	00	10
	38	00	05	58		1807	00	03	96
	37	00	00	10		1821	00	01	63
	36	00	00	95		1808	00	17	30
	35	00	01	18		1242	00	01	33
	21	00	00	98		1243	00	07	39
	34	00	03	92		2143	00	05	40
	33	00	06	89		1239	00	02	91
	28	00	00	10		1244	00	01	90
						1238	00	07	86

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
केलेण्डरियाल	1237	00	02	29	केलेण्डरियाल	763	00	01	28
2144	00	12	61		764	00	05	33	
2142	00	00	10		763	00	01	28	
1186	00	03	43		762	00	07	67	
1225	00	12	99		2112	00	00	49	
1224	00	10	19		758	00	14	60	
1190	00	00	10		756	00	00	10	
1191	00	02	85		757	00	00	10	
1192	00	03	92		743	00	03	29	
1193	00	05	29		744	00	01	87	
1196	00	00	36		742	00	03	75	
1195	00	00	47		741	00	02	30	
1155	00	10	85		740	00	03	47	
2063	00	01	20		739	00	00	70	
2068	00	02	60		630	00	04	95	
1197	00	00	10		631	00	01	93	
1198	00	00	39		1986	00	07	53	
2176	00	04	71		632	00	10	00	
1199	00	10	65		629	00	00	10	
1200	00	00	18		633	00	03	81	
1201	00	09	83		634	00	03	54	
1202	00	04	10		600	00	02	40	
1203	00	06	19		628	00	07	33	
1204	00	03	44		603	00	03	15	
1036	00	00	52		627	00	03	88	
1035	00	03	41		609	00	04	44	
1030	00	03	32		608	00	06	87	
1028	00	02	65		553	00	10	08	
1023	00	07	23		554	00	01	21	
1022	00	03	44		552	00	00	69	
942	00	01	90		613	00	00	21	
944	00	08	46		551	00	03	62	
945	00	01	44		550	00	01	62	
946	00	00	71		2102	00	04	77	
943	00	06	51		539	00	00	12	
954	00	00	73		548	00	02	54	
1992	00	02	00		544	00	02	43	
932	00	00	30		2101	00	07	46	
858	00	00	10		540	00	00	10	
857	00	00	30						

[फा. सं. आर-25011/8/2010-ओ.आर-1]

बी. के. दाता, अवर सचिव

New Delhi, the 1st June, 2010

S.O. 1446.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip-Sambalpur-Raipur-Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur-Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : Kolabira District : Jharsuguda State : Orissa

Name of the	Plot No.	Area		
		Village	Hectare	Sq. mtr.
(1)	(2)	(3)	(4)	(5)
Sodamal	1350	00	21	83
	1232	00	03	16
	1512	00	25	06
	1213	00	11	38
	1214	00	01	70
	1215	00	49	89
	1218	01	01	82
	1219	00	00	10
	5996	00	13	63
	1960	00	03	07
	1959	00	02	76
	1958	00	08	23
	1956	00	00	20
	1963	00	10	44

(1)	(2)	(3)	(4)	(5)
Sodamal	1947	00	03	68
	1946	00	00	20
	1945	00	07	63
	1944	00	03	88
	1943	00	08	22
	1931	00	01	27
	1941	00	00	48
	1940	00	04	09
	1934	00	04	15
	1933	00	02	68
	1935	00	00	76
	1927	00	03	06
	1924	00	04	76
	1925	00	05	17
	1926	00	06	40
	1921	00	11	44
	1920	00	08	29
	1919	00	00	78
	1915	00	01	78
	1914	00	04	65
	1913	00	17	10
	1990	00	04	66
	1912	00	00	29
	5983	00	00	15
	1996	00	07	30
	1997	00	00	10
	5956	00	05	42
	2017	00	01	20
	2016	00	15	68
	2015	00	03	87
	2003	00	23	17
	2010	00	04	08
	2046	00	00	63
	2008	00	00	90
	2009	00	02	06
	2048	00	20	00
	2065	00	03	73
	2063	00	01	86
	2064	00	08	44
	2074	00	00	20
	2075	00	35	85
	2102	00	18	70
	2103	00	04	86

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Sodamal	2106	00	60	94	Samasingha	1855	00	00	10
	2191	00	01	30		1856	00	20	51
	2192	00	03	43		1858	00	01	19
	2190	00	31	87		15761	00	01	40
	2188	00	02	40		1851	00	09	45
	2205	00	04	46		1852	00	01	11
	2204	00	01	23		1850	00	00	70
	2181	00	00	10		1733	00	00	10
	2206	00	01	13		1734	00	01	00
	2207	00	04	49		1732	00	12	13
	2208	00	03	99		1724	00	09	92
	2209	00	01	68		1723	00	03	39
	2283	00	19	64		1722	00	03	62
	2212	00	04	05		1721	00	05	27
	2211	00	01	62		1740	00	09	51
	2213	00	03	62		1741	00	04	60
	2210	00	00	10		1742	00	01	62
	2214	00	08	35		1715	00	00	48
	2215	00	06	89		5802	00	04	92
	2222	00	04	83		1744	00	00	10
	2223	00	10	06		1743	00	01	26
	2224	00	01	03		1745	00	04	47
	2225	00	04	55		1746	00	04	51
	2280	00	00	10		1747	00	05	52
	2279	00	08	56		1748	00	04	33
	2230	00	07	27		1749	00	03	14
	2275	00	02	95		1751	00	00	43
	2274	00	18	95		1750	00	08	83
	2270	00	07	59		1762	00	01	43
	2269	00	00	10		1768	00	02	84
	3361	00	14	14		5576	00	00	98
Samasingha	1651	00	13	83		1769	00	08	57
	1652	00	14	07		1770	00	00	72
	1673	00	11	44		1767	00	05	38
	1672	00	05	29		1781	00	02	93
	1671	00	06	01		1780	00	01	94
	5621	00	01	21		1782	00	00	10
	1668	00	00	54		1784	00	04	98
	1669	00	05	32		1800	00	00	10
	1670	00	00	70		1785	00	08	63
	1657	00	01	77		1786	00	00	35
	1687	00	02	78		1788	00	03	09
	1857	00	08	07		1791	00	00	75

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Samasingha	1790	00	05	52	Samasingha	1039	00	02	64
	1792	00	03	38		1038	00	05	81
	1793	00	03	47		1040	00	11	77
	1794	00	04	09		1043	00	10	02
	1913	00	03	00		994	00	03	03
	1933	00	00	36		992	00	25	77
	1926	00	06	03		5632	00	00	14
	1409	00	00	10		991	00	02	11
	1402	00	00	21		987	00	02	32
	1263	00	06	66		948	00	30	89
	1262	00	09	55		949	00	01	17
	2438	00	01	18		950	00	03	53
	1261	00	05	16		951	00	06	04
	5520	00	00	82		952	00	05	26
	1260	00	01	05		953	00	01	54
	1750	00	09	83		955	00	04	72
	1259	00	06	67		314	00	01	14
	1248	00	04	16		335	00	03	49
	1249	00	01	40		5568	00	01	87
	1250	00	00	87		334	00	01	74
	1251	00	14	99		336	00	00	16
	1243	00	00	23		333	00	03	81
	1242	00	04	51		5387	00	07	57
	1233	00	08	12		322	00	07	24
	1232	00	10	87		318	00	03	65
	1166	00	19	04		317	00	03	83
	1165	00	05	44		319	00	02	22
	1164	00	04	20		310	00	03	20
	1121	00	01	92		320	00	02	49
	1116	00	02	47		309	00	05	73
	1119	00	04	02		321	00	00	39
	1120	00	00	10		308	00	00	52
	1119	00	04	02		307	00	01	45
	1118	00	03	72		306	00	02	52
	1117	00	01	52		305	00	01	74
	1089	00	00	10		1917	00	02	30
	1085	00	06	11		1916	00	05	75
	1088	00	04	67		1915	00	02	89
	1086	00	04	05		1924	00	00	10
	1087	00	04	52		2139	00	04	10
	5408	00	03	74		1927	00	00	72
	1037	00	00	96		1911	00	08	27
	1058	00	01	13		1910	00	01	52

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Samasingha	1454	00	06	98	Samasingha	768	00	06	47
	1455	00	02	93		754	00	05	26
	1456	00	03	40		753	00	03	47
	1458	00	07	61		751	00	10	14
	1466	00	02	28		750	00	00	20
	1459	00	00	10		744	00	08	17
	1464	00	00	20		748	00	06	09
	1465	00	01	90		746	00	00	73
	1477	00	11	54		747	00	07	24
	1468	00	01	38		730	00	06	68
	1467	00	01	19		703	00	05	69
	2127	00	00	58		727	00	10	41
	1476	00	05	84		726	00	00	10
	1478	00	02	14		725	00	07	02
	2230	00	06	05		728	00	00	10
	1494	00	00	72		724	00	05	20
	2229	00	00	60		723	00	02	47
	1495	00	01	54		722	00	04	49
	1496	00	03	94		720	00	00	27
	1497	00	09	35		719	00	07	40
	1505	00	07	50		715	00	01	87
	1504	00	12	89		714	00	00	10
	1508	00	01	83		536	00	13	67
	1509	00	09	91		537	00	20	10
	1512	00	06	21		584	00	04	16
	1513	00	05	82		539	00	03	48
	1514	00	06	69		583	00	18	72
	830	00	60	01	Salhepali	1398	00	06	74
	829	00	00	10		1400	00	00	10
	832	00	00	20		1399	00	06	36
	807	00	04	78		1397	00	05	46
	808	00	11	00		1393	00	02	23
	827	00	06	80		1392	00	00	10
	825	00	00	10		1394	00	07	08
	824	00	08	22		1395	00	00	38
	813	00	05	53		1396	00	04	90
	817	00	03	07		1376	00	01	30
	815	00	08	66		1377	00	06	28
	814	00	05	32		1364	00	02	07
	799	00	07	14		1363	00	02	63
	767	00	05	15		1362	00	04	59
	770	00	02	74		1361	00	00	42
	798	00	00	10		1360	00	03	76

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Salhepali	1359	00	01	62	Patrapali	488	00	02	42
	1358	00	04	49		494	00	00	10
	1270	00	16	35		493	00	07	09
	1253	00	19	74		492	00	12	84
	1251	00	16	26		466	00	00	10
	1684	00	02	05		467	00	01	37
	1252	00	03	59		469	00	00	26
	1233	00	01	01		470	00	05	25
	1675	00	01	55		471	00	04	04
	1674	00	05	57		472	00	09	43
	1224	00	02	37		1864	00	01	00
	1673	00	10	18		2039	00	00	20
	1052	00	03	72		461	00	00	20
	1051	00	00	14		441	00	22	91
	1054	00	05	24		442	00	11	48
	1050	00	06	94		444	00	10	76
	1060	00	26	05		391	00	11	41
	1068	00	12	86		395	00	02	31
	1067	00	00	60		392	00	11	11
	1066	00	00	16		379	00	29	09
	1124	00	32	07		382	00	00	58
	1125	00	00	86		383	00	00	95
	1126	00	06	09		385	00	03	88
	1127	00	01	89		384	00	07	67
	1661	00	00	16		378	00	01	15
	1135	00	01	77		376	00	22	06
	1585	00	05	62		596	00	02	01
	1118	00	15	32		275	00	11	38
Dandabuda	1357	00	04	74		276	00	06	63
	948	00	04	31		277	00	18	53
	949	00	41	19		297	00	03	07
	937	00	02	82		279	00	47	36
	934	00	05	15		268	00	21	55
	933	00	01	53		281	00	08	57
	931	00	06	87		282	00	00	19
	932	00	02	94		286	00	11	25
	930	00	01	33		285	00	05	84
Patrapali	485	00	04	04		25	00	11	49
	484	00	01	95		26	00	08	08
	486	00	04	35		27	00	00	10
	487	00	14	40		22	00	10	31

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Patrapali	23	00	04	95	Khunapali	354	00	04	66
	24	00	01	38		353	00	02	63
	21	00	00	73		352	00	05	12
	20	00	02	22		366	00	06	33
	11	00	02	38		404	00	05	64
	10	00	00	10		405	00	02	27
Paramanpur	2424	00	02	50		406	00	06	66
	3685	00	02	75		408	00	01	08
	3979	00	02	44		407	00	05	91
	2423	00	05	19		435	00	08	47
	4005	00	01	55		436	00	03	70
	2422	00	22	08		437	00	00	96
	2420	00	26	94		516	00	02	01
	2414	00	10	08		1219	00	03	85
Khunapali	223	00	00	15		542	00	07	79
	222	00	16	40		553	00	01	31
	218	00	06	41		551	00	02	70
	219	00	12	12	Jammal	713	00	05	57
	220	00	00	18		248	00	03	85
	241	00	00	10		291	00	03	89
	242	00	01	62		293	00	00	89
	243	00	00	82		294	00	02	27
	244	00	02	10		295	00	02	05
	274	00	00	42		296	00	02	19
	245	00	02	67		286	00	00	11
	273	00	04	13		297	00	02	05
	275	00	02	71		298	00	02	40
	276	00	01	67		285	00	05	10
	277	00	05	81		725	00	00	72
	295	00	11	82		284	00	08	18
	280	00	00	24		281	00	03	40
	294	00	00	40		301	00	00	10
	311	00	06	19		280	00	05	67
	313	00	01	40		279	00	01	00
	315	00	10	98		278	00	00	27
	314	00	01	54		302	00	03	55
	323	00	03	41		303	00	03	76
	324	00	01	95		276	00	00	10
	325	00	06	27		277	00	00	10
	357	00	01	67		274	00	02	58
	356	00	02	29		273	00	01	55
						272	00	02	61
						267	00	01	31

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Jammal	271	00	00	56	Jammal	33	00	06	89
	268	00	01	54		28	00	00	10
	269	00	01	30		27	00	02	59
	218	00	02	68		25	00	00	57
	217	00	03	02		26	00	00	81
	215	00	02	83		24	00	01	86
	213	00	01	90		13	00	00	10
	211	00	04	68	Rengalipali	461	00	00	24
	210	00	01	25		460	00	07	20
	200	00	03	07		459	00	00	10
	201	00	03	36		457	00	15	95
	203	00	04	38	Kelendamal	1921	00	06	97
	182	00	04	32		1922	00	00	25
	181	00	00	41		1928	00	03	76
	178	00	00	51		1976	00	08	64
	177	00	02	24		1975	00	00	81
	333	00	03	31		1977	00	04	54
	727	00	01	36		1973	00	15	15
	173	00	05	88		1972	00	00	10
	167	00	01	17		1971	00	00	77
	172	00	06	37		1970	00	03	73
	168	00	00	33		1978	00	02	15
	170	00	01	98		1969	00	01	04
	171	00	01	48		1979	00	00	28
	163	00	01	40		1968	00	02	83
	156	00	01	93		1962	00	00	69
	148	00	04	33		1942	00	00	40
	150	00	08	18		1967	00	05	54
	154	00	00	65		1963	00	03	07
	153	00	04	58		1958	00	09	75
	381	00	02	87		1826	00	11	43
	389	00	00	10		1825	00	03	03
	382	00	00	81		1823	00	10	74
	41	00	00	10		1822	00	13	24
	40	00	00	10		2055	00	16	06
	39	00	08	83		1806	00	00	10
	38	00	05	58		1807	00	03	96
	37	00	00	10		1821	00	01	63
	36	00	00	95		1808	00	17	30
	35	00	01	18		1242	00	01	33
	21	00	00	98		1243	00	07	39
	34	00	03	92					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kelendamal	2143	00	05	40		858	00	00	10
	1239	00	02	91		857	00	00	30
	1244	00	01	90		763	00	01	28
	1238	00	07	86		764	00	05	33
	1237	00	02	29		763	00	01	28
	2144	00	12	61		762	00	07	67
	2142	00	00	10		2112	00	00	49
	1186	00	03	43		758	00	14	60
	1225	00	12	99		756	00	00	10
	1224	00	10	19		757	00	00	10
	1190	00	00	10		743	00	03	29
	1191	00	02	85		744	00	01	87
	1192	00	03	92		742	00	03	75
	1193	00	05	29		741	00	02	30
	1196	00	00	36		740	00	03	47
	1195	00	00	47		739	00	00	70
	1155	00	10	85		630	00	04	95
	2063	00	01	20		631	00	01	93
	2068	00	02	60		1986	00	07	53
	1197	00	00	10		632	00	10	00
	1198	00	00	38		629	00	00	10
	2176	00	04	71		633	00	03	81
	1199	00	10	65		634	00	03	54
	1200	00	00	18		600	00	02	40
	1201	00	09	83		628	00	07	33
	1202	00	04	10		603	00	06	15
	1203	00	06	19		627	00	03	88
	1204	00	03	44		609	00	04	44
	1036	00	00	52		608	00	06	87
	1035	00	03	41		553	00	10	08
	1030	00	03	32		554	00	01	21
	1028	00	02	65		552	00	00	69
	1023	00	07	23		613	00	00	21
	1022	00	03	44		551	00	03	62
	942	00	01	90		550	00	01	62
	944	00	08	46		2102	00	04	77
	945	00	01	44		539	00	00	12
	946	00	00	71		548	00	02	54
	943	00	06	51		544	00	02	43
	954	00	00	73		2101	00	07	46
	1992	00	02	00		540	00	00	10
	932	00	00	30					

[F. No. R-25011/8/2010-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 1 जून, 2010

का.आ. 1447—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड पारपदीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना 1295, फॉरेस्ट पार्क, भुवनेश्वर - 751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-बडगाँ	जिला-सुंदरगड	राज्य-उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
कुरेडबगा	1140	00	14	80
	1141	00	13	61
	1437	00	06	08
	1440	00	04	53
	1436	00	05	59
	1139	00	13	20
	1148	00	00	10
	1439	00	00	13
	1438	00	02	53
	1181	00	00	28
	1120	00	00	84
	1118	00	04	39
	1119	00	05	60
	1048	00	05	78
	1047	00	08	16
	1443	00	00	10
	1049	00	05	35
	1094	00	02	13

(1)	(2)	(3)	(4)	(5)
कुरेडबगा	1095	00	07	68
	1092	00	01	72
	1091	00	04	20
	1057	00	03	23
	1090	00	01	81
	1055	00	07	29
	1060	00	08	74
	1061	00	03	41
	609	00	01	11
	608	00	02	25
	610	00	00	39
	611	00	05	27
	600	00	02	94
	1276	00	03	91
	612	00	02	29
	520	00	07	21
	521	00	00	45
	522	00	03	22
	523	00	03	29
	535	00	00	34
	1386	00	00	20
	524	00	01	54
	527	00	03	90
	526	00	11	81
	525	00	00	20
	451	00	07	90
	447	00	00	67
	418	00	14	52
	415	00	06	81
	407	00	01	91
	1415	00	02	61
	1400	00	00	72
	1413	00	08	08
	1414	00	01	34
	393	00	04	54
	1393	00	03	84
	392	00	01	95
	1383	00	01	09
	391	00	00	85
	1302	00	05	49
	402	00	00	13
	1303	00	00	81
	390	00	00	13
	389	00	11	26
	388	00	01	55
	222	00	02	53
	1398	00	02	69
	221	00	03	30
	220	00	01	62
	223	00	01	47
	227	00	06	06
	219	00	00	10
	1169	00	01	46
	228	00	00	26
	200	00	04	24

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
कुरेडबगा	197	00	00	48	छामुण्डा	1656	00	00	32
	198	00	02	42		1290	00	00	10
	199	00	00	40		1287	00	15	56
	196	00	04	84		1286	00	02	33
	229	00	03	74		1285	00	02	56
	1215	00	00	10		1269	00	02	03
	195	00	04	56		1234	00	05	35
	194	00	07	13		1225	00	02	88
	184	00	00	11		1224	00	08	46
	185	00	02	95		1226	00	00	10
	193	00	01	79		1223	00	01	70
	192	00	00	33		1127	00	14	54
	188	00	12	69		1710	00	12	07
	187	00	03	45		1130	00	00	10
	177	00	03	36		1731	00	00	23
	174	00	02	89		1128	00	00	10
	173	00	00	10		1129	00	02	39
	175	00	00	61		1073	00	00	21
	176	00	00	10		1072	00	15	71
	168	00	10	18		1070	00	12	63
	169	00	00	20		1069	00	00	20
	167	00	00	68		1068	00	00	10
	238	00	04	14		1071	00	02	87
	239	00	05	14		1065	00	00	10
	240	00	05	80		1078	00	02	64
	154	00	00	45		1056	00	00	13
	153	00	06	34		1643	00	02	06
	1227	00	05	24		1051	00	01	16
	147	00	11	83		1052	00	06	32
	146	00	00	10		1053	00	11	97
	151	00	09	19		1712	00	02	56
	149	00	00	10		1711	00	01	33
	150	00	00	45		570	00	14	40
छामुण्डा	1307	00	04	47		571	00	07	12
	1397	00	02	82		573	00	01	94
	1396	00	12	98		582	00	01	64
	1690	00	01	94		591	00	04	88
	1308	00	00	20		592	00	15	49
	1310	00	05	09		596	00	01	24
	1648	00	02	27		595	00	10	75
	1341	00	05	35		598	00	00	10
	1314	00	00	23		599	00	11	61
	1340	00	03	75		609	00	07	63
	1339	00	02	65		613	00	05	36
	1338	00	05	98		614	00	06	06
	1336	00	08	12		615	00	03	67
	1334	00	02	08		617	00	11	42
	1333	00	05	43		616	00	12	49
	1348	00	00	17		628	00	03	22
	1332	00	01	15		1779	00	01	07
	1685	00	00	55		629	00	02	26
	1331	00	04	74		630	00	00	11
	1299	00	02	44		661	00	00	70
	1289	00	06	90		670	00	01	03

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
छामुण्डा	1772	00	00	38	सालेपालि	156	00	00	10
	224	00	03	28		155	00	00	44
	1773	00	03	55		153	00	00	89
	223	00	00	78		154	00	01	28
	222	00	03	95		61	00	06	99
	221	00	02	91		62	00	12	34
	220	00	02	80		65	00	00	37
	218	00	02	15		66	00	01	94
	214	00	08	00		67	00	04	74
	215	00	06	50		104	00	01	15
	213	00	00	31		68	00	01	42
	212	00	08	00		69	00	01	90
	185	00	00	10		103	00	00	92
	186	00	06	05		102	00	00	43
	211	00	01	88		100	00	04	33
	210	00	01	37		101	00	00	10
	187	00	12	88		98	00	05	74
	1568	00	07	20		96	00	04	15
	189	00	02	05		85	00	00	12
	197	00	00	80		86	00	03	76
	186	00	07	76		87	00	00	10
	190	00	03	63		84	00	08	01
	195	00	00	10		83	00	06	62
	194	00	07	88	फुलबारि	580	00	09	36
	193	00	02	48		579	00	00	10
	171	00	03	84		581	00	12	64
	170	00	01	19	बिरसु	128	00	00	10
सालेपालि	327	00	03	15		127	00	05	86
	326	00	00	88		126	00	05	48
	328	00	00	45		123	00	05	99
	325	00	02	52		122	00	00	11
	324	00	00	10		124	00	06	59
	323	00	05	23		117	00	05	44
	311	00	10	83		116	00	03	13
	290	00	17	41		115	00	00	67
	288	00	04	09		113	00	00	10
	289	00	02	44		50	00	00	92
	287	00	07	56		52	00	07	15
	286	00	02	56		51	00	01	78
	285	00	03	54		53	00	01	34
	176	00	05	02		54	00	10	99
	179	00	05	04		60	00	00	10
	174	00	00	10		61	00	04	27
	182	00	04	82		62	00	05	53
	183	00	05	10		1622	00	01	51
	191	00	04	31		74	00	00	42
	167	00	01	97		75	00	03	98
	192	00	01	13		76	00	00	42
	164	00	06	94		77	00	02	54
	197	00	00	10		94	00	02	13
	198	00	00	58		93	00	04	77
	199	00	08	33		79	00	00	10
	200	00	03	06		80	00	01	69
	201	00	03	76		81	00	03	80

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
बिरसु	92	00	02	28	बुदना	244	00	14	90
	91	00	02	39		233	00	06	72
	90	00	01	74		245	00	06	75
	89	00	01	27		248	00	05	69
	88	00	00	56		246	00	01	62
	87	00	00	10		527	00	04	45
	1707	00	03	32		265	00	01	07
	85	00	08	59		264	00	01	96
	1	00	03	47		261	00	18	11
दुरीयेष	318	00	02	81		260	00	07	39
	574	00	06	09		259	00	00	10
	573	00	00	93		266	00	04	23
	544	00	05	00		279	00	08	64
	546	00	04	38		273	00	05	18
	545	00	01	05		274	00	05	10
	551	00	10	12		275	00	06	64
	550	00	03	31		276	00	04	33
	552	00	00	83		543	00	04	52
	549	00	09	54		277	00	00	91
	533	00	06	26		282	00	22	20
	430	00	05	49		283	00	12	45
बुदना	437	00	07	33	बाउंसेन	347	00	12	09
	432	00	03	83	जाबिरे	346	00	03	70
	436	00	04	08		343	00	07	22
	434	00	05	33		368	00	04	65
	421	00	03	44		369	00	02	03
	417	00	04	93		367	00	00	10
	416	00	13	18		366	00	13	98
	415	00	09	97		361	00	01	09
	414	00	07	78		365	00	03	11
	412	00	03	76		362	00	13	58
	404	00	01	60		758	00	00	30
	408	00	02	58		363	00	09	16
	406	00	00	20		364	00	00	10
	405	00	10	60		354	00	09	89
	392	00	12	11		383	00	00	10
	393	00	06	31		385	00	01	15
	389	00	11	28		384	00	04	15
	385	00	08	31		388	00	06	75
	384	00	13	20		393	00	02	64
	383	00	10	23		428	00	04	79
	381	00	01	76		429	00	01	53
	382	00	00	48		312	00	06	74
	380	00	04	42		311	00	08	63
	217	00	00	33		310	00	04	17
	218	00	03	22		309	00	08	35
	216	00	04	67		308	00	01	23
	219	00	01	26		304	00	00	10
	224	00	02	73		305	00	19	38
	223	00	05	78		302	00	00	32
	222	00	03	16		265	00	02	28
	504	00	01	84		270	00	18	57
	232	00	02	44		269	00	04	29
	234	00	01	90		122	00	02	22

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
चाबिरे	204	00	07	39	महुपरा	545	00	06	95
	203	00	06	30		546	00	01	24
	205	00	06	11		548	00	00	10
	206	00	00	10		500	00	01	79
	208	00	06	48		588	00	16	09
	209	00	12	59		589	00	07	24
	214	00	21	56		590	00	07	21
	215	00	02	83		591	00	01	24
	733	00	03	57		583	00	17	02
	732	00	03	78		596	00	01	95
महुपरा	131	00	03	42	राजबस्ता	1140	00	01	90
	256	00	06	65		615	00	68	43
	62	00	01	51		616	00	06	32
	259	00	08	00		620	00	07	63
	258	00	11	84		623	00	09	96
	364	00	10	05		629	00	04	13
	363	00	00	55		612	00	28	42
	387	00	00	10		633	00	01	14
	388	00	02	78		635	00	08	63
	389	00	02	27		634	00	05	63
	390	00	01	80		637	00	04	80
	391	00	02	82		638	00	02	66
	393	00	03	10		647	00	01	80
	394	00	02	51		648	00	18	94
	405	00	00	60		649	00	01	00
	406	00	00	10		650	00	00	10
	970	00	07	15		652	00	13	09
	407	00	08	19		653	00	01	71
	408	00	00	10		654	00	00	36
	439	00	07	43		571	00	22	21
	431	00	00	50		566	00	02	73
	432	00	02	68		567	00	04	44
	433	00	03	43		568	00	03	21
	434	00	02	64		569	00	00	15
	429	00	00	82		502	00	02	34
	428	00	03	23		498	00	03	55
	427	00	01	28		1197	00	07	31
	417	00	01	07		497	00	20	29
	418	00	03	69		478	00	01	25
	957	00	02	18		496	00	02	49
	416	00	02	20		481	00	21	33
	507	00	01	43		479	00	00	74
	506	00	01	60		482	00	03	59
	505	00	01	58		461	00	07	24
	517	00	00	90		460	00	14	97
	504	00	02	69		459	00	06	99
	516	00	04	71		457	00	04	76
	518	00	07	24		456	00	03	60
	519	00	01	94		1194	00	03	21
	520	00	02	42		455	00	02	62
	530	00	00	13		451	00	03	25
	529	00	00	49		452	00	04	74
	528	00	12	64		443	00	08	20
	544	00	02	27		442	00	02	35

(1)	(2)	(3)	(4)	(5)
राजबसा	441	00	03	26
	440	00	00	93
	206	00	00	15
	207	00	02	16
	208	00	03	79
	209	00	14	41
	211	00	00	10
	210	00	06	57
	270	00	05	52
	271	00	04	45
	272	00	04	54
	273	00	10	47
	274	00	00	54
	304	00	12	23
	306	00	01	79
	307	00	02	37
	308	00	05	71
	309	00	08	90
	317	00	00	23
	319	00	04	71
	318	00	01	62
	320	00	04	25
	321	00	05	83
	327	00	01	47
	326	00	04	01
	343	00	03	96
	1192	00	0	38
	344	00	02	21
	345	00	10	01
	341	00	01	77
	340	00	00	10
	346	00	04	03
	347	00	01	83
	348	00	04	99
	349	00	00	39

[सं. आर-25011/9/2010 -ओ आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 1st June, 2010

S.O. 1447.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip - Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur- Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar - 751 009, (Orissa)

SCHEDULE

Tehsil:	District:	State: Orissa		
Bargaon	Sundargarh			
Name of Village	Plot No.	Area		
		Hectare	Are	Sq. mtr
(1)	(2)	(3)	(4)	(5)
Kureibaga	1140	00	14	80
	1141	00	13	61
	1437	00	06	08
	1440	00	04	53
	1436	00	05	59
	1139	00	13	20
	1148	00	00	10
	1439	00	00	13
	1438	00	02	53
	1181	00	00	28
	1120	00	00	84
	1118	00	04	39
	1119	00	05	60
	1048	00	05	78
	1047	00	08	16
	1443	00	00	10
	1049	00	05	35
	1094	00	02	13
	1095	00	07	68
	1092	00	01	72
	1091	00	04	20
	1057	00	03	23
	1090	00	01	81
	1055	00	07	29
	1060	00	08	74
	1061	00	03	41
	609	00	01	11
	608	00	02	25
	610	00	00	39
	611	00	05	27
	600	00	02	94
	1276	00	03	91
	612	00	02	29
	520	00	07	21
	521	00	00	45

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kureibaga	522	00	03	22	Kureibaga	188	00	12	69
	523	00	03	29		187	00	03	45
	535	00	00	34		177	00	03	36
	1386	00	00	20		174	00	02	89
	524	00	01	54		173	00	00	10
	527	00	03	90		175	00	00	61
	526	00	11	81		176	00	00	10
	525	00	00	20		168	00	10	18
	451	00	07	90		169	00	00	20
	447	00	00	67		167	00	00	68
	418	00	14	52		238	00	04	14
	415	00	06	81		239	00	05	14
	407	00	01	91		240	00	05	80
	1415	00	02	61		154	00	00	45
	1400	00	00	72		153	00	06	34
	1413	00	08	08		1227	00	05	24
	1414	00	01	34		147	00	11	83
	393	00	04	54		146	00	00	10
	1393	00	03	84		151	00	09	19
	392	00	01	95		149	00	00	10
	1383	00	01	09		150	00	00	45
	391	00	00	85	Chhamunda	1307	00	04	47
	1302	00	05	49		1397	00	02	82
	402	00	00	13		1396	00	12	98
	1303	00	00	81		1690	00	01	94
	390	00	00	13		1308	00	00	20
	389	00	11	26		1310	00	05	09
	388	00	01	55		1648	00	02	27
	222	00	02	53		1341	00	05	35
	1398	00	02	69		1314	00	00	23
	221	00	03	30		1340	00	03	75
	220	00	01	62		1339	00	02	65
	223	00	01	47		1338	00	05	98
	227	00	06	06		1336	00	08	12
	219	00	00	10		1334	00	02	08
	1169	00	01	46		1333	00	05	43
	228	00	00	26		1348	00	00	17
	200	00	04	24		1332	00	01	15
	197	00	00	48		1685	00	00	55
	198	00	02	42		1331	00	04	74
	199	00	00	40		1299	00	02	44
	196	00	04	84		1289	00	06	90
	229	00	03	74		1656	00	00	32
	1215	00	00	10		1290	00	00	10
	195	00	04	56		1287	00	15	56
	194	00	07	13		1286	00	02	33
	184	00	00	11		1285	00	02	56
	185	00	02	95		1269	00	02	03
	193	00	01	79		1234	00	05	35
	192	00	00	33		1225	00	02	88

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Chhamunda					Chhamunda				
1224	00	08	46	224	00	02	91		
1226	00	00	10	220	00	02	80		
1223	00	01	70	218	00	02	15		
1127	00	14	54	214	00	08	00		
1710	00	12	07	215	00	06	50		
1130	00	00	10	213	00	00	31		
1731	00	00	23	212	00	08	00		
1128	00	00	10	185	00	00	10		
1129	00	02	39	186	00	06	05		
1073	00	00	21	211	00	01	88		
1072	00	15	71	210	00	01	37		
1070	00	12	63	187	00	12	88		
1069	00	00	20	1568	00	07	20		
1068	00	00	10	189	00	02	05		
1071	00	02	87	197	00	00	80		
1065	00	00	10	166	00	07	76		
1078	00	02	64	190	00	03	63		
1056	00	00	13	195	00	00	10		
1643	00	02	06	194	00	07	88		
1051	00	01	16	193	00	02	48		
1052	00	06	32	171	00	03	84		
1053	00	11	97	170	00	01	19		
1712	00	02	56	327	00	03	15		
1711	00	01	33	326	00	00	88		
570	00	14	40	328	00	00	45		
571	00	07	12	325	00	02	52		
573	00	01	94	324	00	00	10		
582	00	01	64	323	00	05	23		
591	00	04	88	311	00	10	83		
592	00	15	49	290	00	17	41		
596	00	01	24	288	00	04	09		
595	00	10	75	289	00	02	44		
598	00	00	10	287	00	07	56		
599	00	11	61	286	00	02	56		
609	00	07	63	285	00	03	54		
613	00	05	36	176	00	05	02		
614	00	06	06	179	00	05	04		
615	00	03	67	174	00	00	10		
617	00	11	42	182	00	04	82		
616	00	12	49	183	00	05	10		
628	00	03	22	191	00	04	31		
1779	00	01	07	167	00	01	97		
629	00	02	26	192	00	01	13		
630	00	00	11	164	00	06	94		
661	00	00	70	197	00	00	10		
670	00	01	03	198	00	00	58		
1772	00	00	38	199	00	08	33		
224	00	03	28	200	00	03	06		
1773	00	03	55	201	00	03	76		
223	00	00	78	156	00	00	10		
222	00	03	95	155	00	00	44		

Salepali

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Salepali	153	00	00	89	Birsu	80	00	01	69
	154	00	01	28		81	00	03	80
	61	00	06	99		92	00	02	28
	62	00	12	34		91	00	02	39
	65	00	00	37		90	00	01	74
	66	00	01	94		89	00	01	27
	67	00	04	74		88	00	00	56
	104	00	01	15		87	00	00	10
	68	00	01	42		1707	00	03	32
	69	00	01	90		85	00	08	59
	103	00	00	92	Turiposh	1	00	03	47
	102	00	00	43		318	00	02	81
	100	00	04	33		574	00	06	09
	101	00	00	10		573	00	00	93
	98	00	05	74		544	00	05	00
	96	00	04	15		546	00	04	38
	85	00	00	12		545	00	01	05
	86	00	03	76		551	00	10	12
	87	00	00	10		550	00	03	31
	84	00	08	01		552	00	00	83
Fulhari	83	00	06	62		549	00	09	54
	580	00	09	36	Buduna	533	00	06	26
	579	00	00	10		430	00	05	49
Birsu	581	00	12	64		437	00	07	33
	128	00	00	10		432	00	03	83
	127	00	05	86		436	00	04	08
	126	00	05	48		434	00	05	33
	123	00	05	99		421	00	03	44
	122	00	00	11		417	00	04	93
	124	00	06	59		416	00	13	18
	117	00	05	44		415	00	09	97
	116	00	03	13		414	00	07	78
	115	00	00	67		412	00	03	76
	113	00	00	10		404	00	01	60
	50	00	00	92		408	00	02	58
	52	00	07	15		406	00	00	20
	51	00	01	78		405	00	10	60
	53	00	01	34		392	00	12	11
	54	00	10	99		393	00	06	31
	60	00	00	10		389	00	11	28
	61	00	04	27		385	00	08	31
	62	00	05	53		384	00	13	20
	1622	00	01	51		383	00	10	23
	74	00	00	42		381	00	01	76
	75	00	03	98		382	00	00	48
	76	00	00	42		380	00	04	42
	77	00	02	54		217	00	00	33
	94	00	02	13		218	00	03	22
	93	00	04	77		216	00	04	67
	79	00	00	10		219	00	01	26

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Buduna	224	00	02	73	Chabiri	310	00	04	17
	223	00	05	78		309	00	08	35
	222	00	03	16		308	00	01	23
	504	00	01	84		304	00	00	10
	232	00	02	44		305	00	19	38
	234	00	01	90		302	00	00	32
	244	00	14	90		265	00	02	28
	233	00	06	72		270	00	18	57
	245	00	06	75		269	00	04	29
	248	00	05	69		122	00	02	22
	246	00	01	62		204	00	07	39
	527	00	04	45		203	00	06	30
	265	00	01	07		205	00	06	11
	264	00	01	96		206	00	00	10
	261	00	18	11		208	00	06	48
	260	00	07	39		209	00	12	59
	259	00	00	10		214	00	21	56
	266	00	04	23		215	00	02	83
	279	00	08	64		733	00	03	57
	273	00	05	18		732	00	03	78
	274	00	05	10	Mahupara	131	00	03	42
	275	00	06	64		256	00	06	65
	276	00	04	33		62	00	01	51
	543	00	04	52		259	00	08	00
	277	00	00	91		258	00	11	84
	282	00	22	20		364	00	10	05
	283	00	12	45		363	00	00	55
Baunsen	347	00	12	09		387	00	00	10
Chabiri	346	00	03	70		388	00	02	78
	343	00	07	22		389	00	02	27
	368	00	04	65		390	00	01	80
	369	00	02	03		391	00	02	82
	367	00	00	10		393	00	03	10
	366	00	13	98		394	00	02	51
	361	00	01	09		405	00	00	60
	365	00	03	11		406	00	00	10
	362	00	13	58		970	00	07	15
	758	00	00	30		407	00	08	19
	363	00	09	16		408	00	00	10
	364	00	00	10		439	00	07	43
	354	00	09	89		431	00	00	50
	383	00	00	10		432	00	02	68
	385	00	01	15		433	00	03	43
	384	00	04	15		434	00	02	64
	388	00	06	75		429	00	00	82
	393	00	02	64		428	00	03	23
	428	00	04	79		427	00	01	28
	429	00	01	53		417	00	01	07
	312	00	06	74		418	00	03	69
	311	00	08	63		957	00	02	18

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Mahupara	416	00	02	20	Rajabasa	478	00	01	25
	507	00	01	43		496	00	02	49
	506	00	01	60		481	00	21	33
	505	00	01	58		479	00	00	74
	517	00	00	90		482	00	03	59
	504	00	02	69		461	00	07	24
	516	00	00	71		460	00	14	97
	518	00	04	24		459	00	06	99
	519	00	07	94		457	00	04	76
	520	00	01	42		456	00	03	60
	530	00	02	13		1194	00	03	21
	529	00	00	49		455	00	02	62
	528	00	12	64		451	00	03	25
	544	00	02	27		452	00	04	74
	545	00	06	95		443	00	08	20
	546	00	01	24		442	00	02	35
	548	00	00	10		441	00	03	26
	500	00	01	79		440	00	00	93
	588	00	16	09		206	00	00	15
	589	00	07	24		207	00	02	16
	590	00	07	21		208	00	03	79
	591	00	01	24		209	00	14	41
	583	00	17	02		211	00	00	10
	596	00	01	95		210	00	06	57
Rajabasa	1140	00	01	90		270	00	05	52
	615	00	68	43		271	00	04	45
	616	00	06	32		272	00	04	54
	620	00	07	63		273	00	10	47
	623	00	09	96		274	00	00	54
	629	00	04	13		304	00	12	23
	612	00	28	42		306	00	01	79
	633	00	01	14		307	00	02	37
	635	00	08	63		308	00	05	71
	634	00	05	63		309	00	08	90
	637	00	04	80		317	00	00	23
	638	00	02	66		319	00	04	71
	647	00	01	80		318	00	01	62
	648	00	18	94		320	00	04	25
	649	00	01	00		321	00	05	83
	650	00	00	10		327	00	01	47
	652	00	13	09		326	00	04	01
	653	00	01	71		343	00	03	96
	654	00	00	36		1192	00	00	38
	571	00	22	21		344	00	02	21
	566	00	02	73		345	00	10	01
	567	00	04	44		341	00	01	77
	568	00	03	21		340	00	00	10
	569	00	00	15		346	00	04	03
	502	00	02	34		347	00	01	83
	498	00	03	55		348	00	04	99
	1197	00	07	31		349	00	00	39
	497	00	20	29					

[F.No. R-25011/9/2010-O.R-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 4 जून, 2010

का. आ. 1448.— भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1852 तारीख 23 जून, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख **27 मार्च, 2010** को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के वजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहमिल/ तालुक : सामलकोट	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) पनसापाडु	108/3	00	13	85
	108/2	00	20	96
	108/1	00	16	07
	107	00	01	30
	104/2ए	00	49	04
	104/2बी	00	03	78
	104/1	00	25	10
	105	00	00	95
	100/5बी	00	13	26
	100/4ए	00	26	45
	100/1बी	00	00	52
	100/1ए	00	07	70

1	2	3	4	5
2) पी.वेमावरम	82/3	00	01	33
	93/1	00	04	61
	93/2	00	00	22
	90/1ए	00	06	26
	90/1बी	00	18	00
	88	00	15	09
	73/1	00	19	47
	73/2	00	19	12
	71	00	06	05
	72	00	04	26
	64/1	00	00	66
	74	00	18	38
	63/1	00	32	91
	61/1	00	15	12
	60/1	00	20	58
	59/6	00	16	86
	59/7	00	01	20
	59/3	00	03	40
	59/4	00	13	26
	58	00	04	75
	56	00	12	57
	57	00	07	16
	55	00	03	07
	38	00	03	37
	35	00	04	87
	36	00	03	89
	33/2	00	02	08
	33/1	00	51	81
	32	00	03	89
	5/2	00	30	75
	3/1	00	10	76
	3/2	00	10	62
	2	00	28	40
	11	00	19	63
	82/4	00	02	60
3) उन्डूरु	41/2	00	10	28
	41/1	00	06	70
	39	00	06	74
	42/2	00	13	36
	42/1	00	30	54
4) सामलकोट	539	00	61	42
	538	00	66	43
	540	00	18	74
	542	00	16	48
5) कापवरम	12/1	00	58	84
	12/3	00	69	31
	12/4	00	69	31
	10/1	00	05	08
	10/2	00	34	84
	7	00	16	97
	6	00	06	07

1	2	3	4	5
5) कापूरम (निरत)	16	00	00	10
	17	00	30	64
	18/2	00	23	10
	19	00	05	50
	20	00	21	11
	22	00	23	06
	23/2	00	01	23
	23/1	00	02	92
	1	00	04	76
6) पवारा	371	01	03	53
	375	00	12	43
	368	00	03	43
	374	00	00	50
	367/3	00	18	78
	348	00	03	68
	347	00	68	80
	342	00	34	42
	341/1	00	26	89
	340/1	00	42	86
	339/1	00	63	58
	338/1	00	80	44
	335	00	10	83
	334/1	00	12	94
	334/2	00	00	10
	333	00	23	81
	323/10	00	06	25
	323/9	00	27	73
	323/7	00	00	36
	322	00	04	99
	315/2	00	45	51
	311	00	04	70
मंडल/ तेहसिल/ तालुक : पिठापुरम जिला : पूर्वी गोदावरी राज्य : आन्ध्र प्रदेश				
1) सोमावरम	10 1/3डी	00	07	56
	10 1/3सी	00	19	80
	10 1/3बी	00	01	30
	100/2	00	12	70
	100/1	00	16	90
	100/3	00	02	73
	99/2	00	13	40
	99/1	00	30	12
	98/6	00	09	30
	98/4	00	10	09
2) कन्दराडा	14/1ई	00	05	31
	14/1एफ	00	08	56
	14/5सी	00	09	40
	14/4ए	00	04	67
	14/4बी	00	10	11
	14/4सी	00	08	58
	14/5ए	00	03	26
	14/3बी	00	05	85
	14/6	00	06	26

1	2	3	4	5
2) कन्डगडा (निरंतर)	15	00	30	39
	16	00	01	10
	18/6	00	00	10
	18/7ई	00	05	05
	17	00	17	70
	24/10ए	00	04	87
	24/10बी	00	12	42
	24/10सी	00	07	88
	24/9	00	02	47
	24/8बी	00	00	88
	24/7ई	00	00	96
	24/7डी	00	01	25
	24/7सी	00	01	90
	24/6	00	00	63
	24/8ए	00	03	52
	25/2	00	06	85
	25/1	00	00	19
	27	00	08	40
	44/9	00	01	54
	44/6	00	49	10
	44/3	00	08	74
	44/2ए	00	09	13
	44/2बी	00	13	12
	44/2सी	00	13	12
	44/1	00	10	47
	40/4	00	00	76
	58/4	00	18	63
	58/2डी	00	00	21
	58/2सी	00	04	41
	58/1ए	00	14	45
	58/2ए	00	03	90
	68/1	00	00	45
	68/2	00	25	52
	67/2	00	02	13
	65/19	00	14	83
	65/17	00	10	08
	65/15	00	00	10
	65/16	00	07	27
	65/14	00	00	85
	65/7	00	00	61
	65/8	00	16	54
	65/9	00	02	81
	96/2डी	00	00	10
	93/5	00	01	52
	93/4	00	01	30
	93/1ई	00	04	47
	93/1जी	00	03	26
	93/1डी	00	00	88
	93/1सी	00	00	27
	93/3	00	05	89

1	2	3	4	5
2) कन्डराडा (निरंतर)	93/2	00	06	06
	94/4	00	35	89
	94/6ए	00	25	16
	94/6वी	00	01	45
	96/3ई	00	00	10
	96/3एफ	00	06	13
	96/3जी	00	12	55
	96/1जे	00	02	90
	96/1के	00	03	32
	96/1एल	00	02	77
	96/1जी	00	04	46
	96/1एच	00	02	44
	86	00	03	06
	96/2 आई	00	00	10
	96/1एफ	00	09	91
	96/2जे	00	01	55
	96/1ई	00	05	78
	96/1डी	00	03	52
	85	00	05	78
	96/2एल	00	00	59
	96/2एम	00	03	19
	96/1सी	00	10	50
	96/1वी	00	03	53
	96/1ए	00	00	10
	149	00	04	51
	152	00	15	09
	151	00	08	51
3) कुमारपुरम	32	00	04	89
	28/1	00	43	78
	28/6	00	34	59
	28/2	00	28	78
	26/6	00	04	10
	26/1वी	00	01	85
	26/2ए	00	01	13
	26/2वी	00	08	73
	26/2सी	00	02	86
	26/3	00	00	10
	26/1ए	00	14	06
	25	00	02	93
	21/5	00	07	58
	21/6	00	00	10
	21/4	00	24	12

1	2	3	4	5
3) कुमारपुरम (निरंतर)	2 1/3	00	18	04
	19/2	00	82	88
	18	00	03	66
4) पिठापुरम	17	00	02	66
	16	00	06	19
	15/1	00	06	36
	15/2	00	13	85
	15/3	00	16	02
	15/4	00	00	21
	18/5	00	17	82
	10	00	35	25
	9	00	02	41
	8	00	01	66
	119	00	52	82
	120	00	29	45
	121	00	86	60
	113	00	09	40
	109	00	17	12
	111	00	28	60
	110	00	04	46
	190	00	05	35
	192	00	07	07
	191	00	02	46
	195	00	01	11
	188	00	00	70
	185	00	00	61
	184	00	03	92
	196	00	11	86
	197/4	00	12	79
	197/3	00	14	06
	183/2	00	01	19
	197/2	00	24	63
	2 23/6	00	40	08
	2 23/4	00	49	23
	2 24/8	00	00	33
	2 24/6	00	28	92
	2 24/5	00	00	45
	2 24/4	00	23	81
	2 26	00	52	96
5) अग्रहारम	97	00	13	24
	96	00	26	07
	99/1	00	31	19

1	2	3	4	5
5) अग्रहारम (निर्गतर)	10 1/4	00	22	69
	10 1/5ए	00	22	00
	10 1/5बी	00	10	55
	10 1/6ए	00	02	54
	103/1	00	08	87
	103/2	00	29	09
	104/1	00	31	96
	105/2	00	00	21
	106	00	20	83
	107	00	00	14
	108	00	30	26
	109	00	00	10
	110/2	00	03	05
	110/1	00	17	01
	128/1बी	00	36	73
	128/1ए	00	07	51
	129/1	00	09	08
	132/2	00	01	73
	131	00	18	43
	133/28	00	04	72
	133/27	00	01	66
	133/25	00	00	53
	133/24	00	00	41
	133/23	00	00	13
	133/26	00	09	35
	133/22	00	06	81
	133/21	00	08	87
	133/20	00	06	34
	133/19	00	02	50
	133/17	00	00	10
	152/3	00	14	65
	152/2	00	07	95
	152/12	00	17	81
	152/13	00	01	31
	151	00	05	25
6) रापरती	284	00	01	87
	285	00	02	84
	349/6	00	11	90
	349/5	00	00	10
	351	00	09	66
	347/2	00	00	89
	347/3	00	02	69

1	2	3	4	5
6) गदगती (निगंत)	350/2	00	20	95
	350/1	00	10	21
	352	00	53	07
	375/2	00	01	92
	375/1	00	28	65
	376/1	00	25	18
	372	00	43	41
	371	00	03	73
	370/3	00	01	63
	370/2	00	48	87
	370/1	00	02	77
	369/2	00	00	14
	381/3	00	03	81
	380	00	00	14
	381/1	00	05	60
	381/2	00	03	91

मंडल/ तेहगल/ तालुक : गोल्लाप्रोलु	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश
1) गोल्लाप्रोलु	593/10	00 09 07
	593/4	00 23 62
	593/8	00 06 56
	593/7	00 01 14
	593/6	00 09 58
	593/5	00 08 42
	593/2ए	00 05 35
	593/2बी	00 00 72
	593/2मी	00 22 14
	592/2	00 07 26
	592/1	00 20 07
	4	00 00 10
	5/1	00 06 73
	5/2	00 20 04
	5/3	00 18 96
	5/4	00 11 31
	16	00 06 23
	14	00 03 16
	12/1	00 37 50
	11/1	00 01 95
	11/2	00 32 90
	11/6	00 27 49
	10/1	00 08 26
	26	00 09 54
	27/3	00 17 10
	80/3	00 05 84

1	2	3	4	5
1) गोल्लापालु (निरंतर)	80/4	00	42	41
	78	00	59	94
	41	00	04	16
	42	00	05	02
	76	00	00	10
	77	00	00	65
	46/2	00	27	72
	46/1	00	02	50
	47/2	00	00	11
	47/1	00	20	62
	49/1	00	37	07
	50/1	00	53	63
	51/2	00	71	66
	51/3	00	01	70
	52	00	02	42
	53	00	46	86
	54/7	00	03	54
	54/5	00	23	01
	54/4	00	00	10
	54/1	00	06	75
	54/2	00	04	70
	54/3	00	01	28
	55/12	00	00	17
	55/10	00	00	32
	55/11	00	28	51
	58	00	40	98
	59/2	00	05	79
	57/1/6	00	04	68
	57/1/7	00	15	23
	57/1/8	00	25	32
2) चेन्दुर्ती	605/5	00	00	10
	605/4	00	01	15
	606/3	00	03	12
	606/2	00	27	88
	606/1	00	00	25
	607	00	07	63

[फ. स. एल-14014/20/2009-जी.पां.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1448.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1852 dated 23rd June, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before *27th March, 2010*;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Samalkota		District:East Godavari		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Panasapadu	108/3	00	13	85	
	108/2	00	20	96	
	108/1	00	16	07	
	107	00	01	30	
	104/2A	00	49	04	
	104/2B	00	03	78	
	104/1	00	25	10	
	105	00	00	95	
	100/5B	00	13	26	
	100/4A	00	26	45	
	100/1B	00	00	52	
	100/1A	00	07	70	

1	2	3	4	5
2) P.Vemavaram	82/3	00	01	33
	93/1	00	04	61
	93/2	00	00	22
	90/1A	00	06	26
	90/1B	00	18	00
	88	00	15	09
	73/1	00	19	47
	73/2	00	19	12
	71	00	06	05
	72	00	04	26
	64/1	00	00	66
	74	00	18	38
	63/1	00	32	91
	61/1	00	15	12
	60/1	00	20	58
	59/6	00	16	86
	59/7	00	01	20
	59/3	00	03	40
	59/4	00	13	26
	58	00	04	75
	56	00	12	57
	57	00	07	16
	55	00	03	07
	38	00	03	37
	35	00	04	87
	36	00	03	89
	33/2	00	02	08
	33/1	00	51	81
	32	00	03	89
	5/2	00	30	75
	3/1	00	10	76
	3/2	00	10	62
	2	00	28	40
	11	00	19	63
	82/4	00	02	60
3) Unduru	41/2	00	10	28
	41/1	00	06	70
	39	00	06	74
	42/2	00	13	36
	42/1	00	30	54
4) Samalkota	539	00	61	42
	538	00	66	43
	540	00	18	74
	542	00	16	48
5) Kapavaram	12/1	00	58	84
	12/3	00	69	31
	12/4	00	69	31
	10/1	00	05	08
	10/2	00	34	84
	7	00	16	97
	6	00	06	07
	16	00	00	10
	17	00	30	64
	18/2	00	23	10

1	2	3	4	5
5) Kapildham (Contd)	19	00	05	50
	20	00	21	11
	22	00	23	06
	23/2	00	01	23
	23/1	00	02	92
	1	00	04	76
6) Pavara	371	01	03	53
	375	00	12	43
	368	00	03	43
	374	00	00	50
	367/3	00	18	78
	348	00	03	68
	347	00	68	80
	342	00	34	42
	341/1	00	26	89
	340/1	00	42	86
	339/1	00	63	58
	338/1	00	80	44
	335	00	10	83
	334/1	00	12	94
	334/2	00	00	10
	333	00	23	81
	323/10	00	06	25
	323/9	00	27	73
	323/7	00	00	36
	322	00	04	99
	315/2	00	45	51
	311	00	04	70
Mandal/Tehsil/Taluk:Pithapuram District:East Godavari State:ANDHRA PRADESH				
1) Somavaram	101/3D	00	07	56
	101/3C	00	19	80
	101/3B	00	01	30
	100/2	00	12	70
	100/1	00	16	90
	100/3	00	02	73
	99/2	00	13	40
	99/1	00	30	12
	98/6	00	09	30
	98/4	00	10	09
2) Kandrada	14/1E	00	05	31
	14/1F	00	08	56
	14/5C	00	09	40
	14/4A	00	04	67
	14/4B	00	10	11
	14/4C	00	08	58
	14/5A	00	03	26
	14/3B	00	05	85
	14/6	00	06	26
	15	00	30	39
	16	00	01	10
	18/6	00	00	10
	18/7E	00	05	05
	17	00	17	70

1	2	3	4	5
2) Kandrada (Contd)	24/10A	00	04	87
	24/10B	00	12	42
	24/10C	00	07	88
	24/9	00	02	47
	24/8B	00	00	88
	24/7E	00	00	96
	24/7D	00	01	25
	24/7C	00	01	90
	24/6	00	00	63
	24/8A	00	03	52
	25/2	00	06	85
	25/1	00	00	19
	27	00	08	40
	44/9	00	01	54
	44/6	00	49	10
	44/3	00	08	74
	44/2A	00	09	13
	44/2B	00	13	12
	44/2C	00	13	12
	44/1	00	10	47
	40/4	00	00	76
	58/4	00	18	63
	58/2D	00	00	21
	58/2C	00	04	41
	58/1A	00	14	45
	58/2A	00	03	90
	68/1	00	00	45
	68/2	00	25	52
	67/2	00	02	13
	65/19	00	14	83
	65/17	00	10	08
	65/15	00	00	10
	65/16	00	07	27
	65/14	00	00	85
	65/7	00	00	61
	65/8	00	16	54
	65/9	00	02	81
	96/2D	00	00	10
	93/5	00	01	52
	93/4	00	01	30
	93/1E	00	04	47
	93/1G	00	03	26
	93/1D	00	00	88
	93/1C	00	00	27
	93/3	00	05	89

1	2	3	4	5
2) Kandrada (Contd)	93/2	00	06	06
	94/4	00	35	89
	94/6A	00	25	16
	94/6B	00	01	45
	96/3E	00	00	10
	96/3F	00	06	13
	96/3G	00	12	55
	96/1J	00	02	90
	96/1K	00	03	32
	96/1L	00	02	77
	96/1G	00	04	46
	96/1H	00	02	44
	86	00	03	06
	96/2I	00	00	10
	96/1F	00	09	91
	96/2J	00	01	55
	96/1E	00	05	78
	96/1D	00	03	52
	85	00	05	78
	96/2L	00	00	59
	96/2M	00	03	19
	96/1C	00	10	50
	96/1B	00	03	53
	96/1A	00	00	10
	149	00	04	51
	152	00	15	09
	151	00	08	51
3) Kumarapuram	32	00	04	89
	28/1	00	43	78
	28/6	00	34	59
	28/2	00	28	78
	26/6	00	04	10
	26/1B	00	01	85
	26/2A	00	01	13
	26/2B	00	08	73
	26/2C	00	02	86
	26/3	00	00	10
	26/1A	00	14	06
	25	00	02	93
	21/5	00	07	58
	21/6	00	00	10
	21/4	00	24	12

1	2	3	4	5
3) Kumarapuram (Contd)	21/3	00	18	04
	19/2	00	82	88
	18	00	03	66
4) Pithapuram	17	00	02	66
	16	00	06	19
	15/1	00	06	36
	15/2	00	13	85
	15/3	00	16	02
	15/4	00	00	21
	18/5	00	17	82
	10	00	35	25
	9	00	02	41
	8	00	01	66
	119	00	52	82
	120	00	29	45
	121	00	86	60
	113	00	09	40
	109	00	17	12
	111	00	28	60
	110	00	04	46
	190	00	05	35
	192	00	07	07
	191	00	02	46
	195	00	01	11
	188	00	00	70
	185	00	00	61
	184	00	03	92
	196	00	11	86
	197/4	00	12	79
	197/3	00	14	06
	183/2	00	01	19
	197/2	00	24	63
	223/6	00	40	08
	223/4	00	49	23
	224/8	00	00	33
	224/6	00	28	92
	224/5	00	00	45
	224/4	00	23	81
	226	00	52	96
5) Agraharam	97	00	13	24
	96	00	26	07
	99/1	00	31	19

1	2	3	4	5
5) Agraharam (Contd)	101/4	00	22	69
	101/5A	00	22	00
	101/5B	00	10	55
	101/6A	00	02	54
	103/1	00	08	87
	103/2	00	29	09
	104/1	00	31	96
	105/2	00	00	21
	106	00	20	83
	107	00	00	14
	108	00	30	26
	109	00	00	10
	110/2	00	03	05
	110/1	00	17	01
	128/1B	00	36	73
	128/1A	00	07	51
	129/1	00	09	08
	132/2	00	01	73
	131	00	18	43
	133/28	00	04	72
	133/27	00	01	66
	133/25	00	00	53
	133/24	00	00	41
	133/23	00	00	13
	133/26	00	09	35
	133/22	00	06	81
	133/21	00	08	87
	133/20	00	06	34
	133/19	00	02	50
	133/17	00	00	10
	152/3	00	14	65
	152/2	00	07	95
	152/12	00	17	81
	152/13	00	01	31
	151	00	05	25
6) Raparthi	284	00	01	87
	285	00	02	84
	349/6	00	11	90
	349/5	00	00	10
	351	00	09	66
	347/2	00	00	89
	347/3	00	02	69

1	2	3	4	5
6) Repartha (Contd)	350/2	00	20	95
	350/1	00	10	21
	352	00	53	07
	375/2	00	01	92
	375/1	00	28	65
	376/1	00	25	18
	372	00	43	41
	371	00	03	73
	370/3	00	01	63
	370/2	00	48	87
	370/1	00	02	77
	369/2	00	00	14
	381/3	00	03	81
	380	00	00	14
	381/1	00	05	60
	381/2	00	03	91

Mandal/Tehsil/Taluk:Gollaprolu	District:East Godavari	State:ANDHRA PRADESH		
1) Gollaprolu	593/10	00	09	07
	593/4	00	23	62
	593/8	00	06	56
	593/7	00	01	14
	593/6	00	09	58
	593/5	00	08	42
	593/2A	00	05	35
	593/2B	00	00	72
	593/2C	00	22	14
	592/2	00	07	26
	592/1	00	20	07
	4	00	00	10
	5/1	00	06	73
	5/2	00	20	04
	5/3	00	18	96
	5/4	00	11	31
	16	00	06	23
	14	00	03	16
	12/1	00	37	50
	11/1	00	01	95
	11/2	00	32	90
	11/6	00	27	49
	10/1	00	08	26
	26	00	09	54
	27/3	00	17	10
	80/3	00	05	84

Continued 10

1	2	3	4	5
1) Gollaprolu (Contd)	80/4	00	42	41
	78	00	59	94
	41	00	04	16
	42	00	05	02
	76	00	00	10
	77	00	00	65
	46/2	00	27	72
	46/1	00	02	50
	47/2	00	00	11
	47/1	00	20	62
	49/1	00	37	07
	50/1	00	53	63
	51/2	00	71	66
	51/3	00	01	70
	52	00	02	42
	53	00	46	86
	54/7	00	03	54
	54/5	00	23	01
	54/4	00	00	10
	54/1	00	06	75
	54/2	00	04	70
	54/3	00	01	28
	55/12	00	00	17
	55/10	00	00	32
	55/11	00	28	51
	58	00	40	98
	59/2	00	05	79
	57/1/6	00	04	68
	57/1/7	00	15	23
	57/1/8	00	25	32
2) Chendurti	605/5	00	00	10
	605/4	00	01	15
	606/3	00	03	12
	606/2	00	27	88

1	2	3	4	5
2) Chendurti (Contd)	606/1	00	00	25
	607	00	07	63

[F. No. L-14014/20/2009-G.P.]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून, 2010

का. आ. 1449.— भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1852 तारीख 23 जून, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 06 अप्रैल, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन बिछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में, विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के वजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : पिटापुरम		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश	
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
1) भोगापुरम	416/2	00	00	10	
	416/3	00	08	98	
	416/1	00	23	04	
	417	00	15	78	
	413/8	00	03	31	
	413/7	00	13	54	
	413/6	00	06	90	
	413/5	00	07	00	
	413/4	00	10	61	
	413/2	00	01	78	
	410/3	00	00	10	
	410/4	00	32	84	
	410/6	00	37	33	
	411	00	05	08	
	409	00	28	59	
	432/2	00	00	96	
	432/1	00	23	16	
	432/3	00	09	17	
	433/3	00	03	63	
	433/4	00	16	57	
	431/3	00	00	10	
	431/2	00	01	79	
	431/1	00	04	61	
	435/1	00	16	48	
	436/2	00	24	33	
	436/1	00	01	14	
	437/1	00	08	03	
	437/2	00	10	91	
	439	00	05	74	
	289/3	00	04	25	
	289/4	00	07	73	
	289/5	00	01	07	
	289/9	00	00	74	
	289/8	00	18	86	
	289/10	00	06	10	
	289/11	00	04	32	
	288/6	00	20	37	

1	2	3	4	5
1. भोगापुरम (निरंतर)	288/1	00	01	52
	254/6	00	02	33
	254/4	00	09	52
	254/2	00	06	41
	254/1	00	11	11
	258/4	00	18	05
	258/5	00	01	88
	258/3	00	08	16
	257	00	29	88
	256/1	00	06	40
	256/2	00	00	68
	260/3	00	01	16
	260/2	00	23	16
	260/1	00	12	58
	261/1	00	15	64
	262/3सी	00	42	17
	262/3वी	00	00	10
	262/2	00	00	98
	262/1वी	00	12	64
	262/1ए	00	13	05
	265/4	00	00	36
	243/1	00	05	62
	242/2ए	00	01	41
	242/2वी	00	23	09
	242/2सी	00	05	94
	242/1	00	01	74
	217/1	00	11	72
	217/2	00	10	26
	216/2	00	14	83
	216/3	00	00	10
	215	00	05	54
	196/2	00	12	23
	196/1	00	26	13
	197/1ए	00	18	53
	197/1वी	00	03	26
	197/1सी	00	00	28
	198/5ए	00	01	09
	198/5वी	00	19	57
	198/2	00	01	11
	198/3	00	19	20
	202/1	00	03	55
	201/2	00	05	26

1	2	3	4	5
1) भोगापुरम (निगम)	201/1	00	27	80
	201/7	00	00	48
	200/1	00	38	74
	200/2	00	04	09
	150/4	00	00	20
	150/5	00	37	24
	149/5	00	16	73
	149/6	00	05	10
	149/4	00	01	65
	149/3	00	14	32
	149/2	00	31	49
	148	00	00	65
मंडल/ तेहसिल/ तालुक : गोल्लापुल्लु	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) चंदोपुल्लु	562	00	03	56
	561/4	00	00	10
	560/2	00	46	13
	560/1	00	04	16
	561/1	00	24	11
	561/2	00	20	08
	565/2	00	00	39
	565/3	00	02	98
	566	00	09	05
	569/1ए	00	20	41
	568	00	26	49
	567/2	00	00	10
	567/3	00	24	35
	567/4	00	08	88
	588	00	00	70
	589/4	00	27	40
	589/3	00	19	28
	589/2डी	00	04	91
	589/1	00	02	67
	587	00	08	24
	582	00	22	56
	581	00	01	20
	593	00	13	21
	598	00	36	77
	594/1	00	92	71
	520/28	00	00	45
	518	00	77	83
	655	00	03	98
	662	00	02	34
	663	00	36	64

1	2	3	4	5
1) चेन्नै (निरंतर)	666	00	28	29
	667	00	38	81
	668	00	08	44
	451/1	00	05	22
	451/2	00	11	25
	450	00	15	97
	452	00	03	56
	453	00	05	20
	456/1	00	05	25
	456/2	00	06	70
	454/2	00	05	08
	467	00	13	61
	466/1	00	05	55
	466/2	00	10	20
	464/1	00	10	24
	464/2	00	03	09
	463/4	00	13	28
	463/3	00	05	17
	463/2	00	10	94
	463/1	00	11	23
	461/1	00	00	10
	462	00	15	12
	416/1	00	12	84
	417/2	00	05	04
	417/1	00	06	31
	418/4	00	04	65
	418/5	00	00	65
	418/7	00	06	23
	407	00	02	09
	381	00	11	76
	379/5	00	03	70
	379/4	00	07	34
	379/6	00	01	23
	379/3	00	01	38
	378/4	00	17	75
	378/5	00	02	25
	378/3	00	04	76
	377/3ए3	00	04	49
	377/3ए2	00	04	02
	377/3ए4	00	16	97
	377/3ए1	00	00	15
	377/1ए	00	00	65

1	2	3	4	5
1) चेबोलु (निरंतर)	377/1वी	00	02	29
	314/4	00	12	96
	314/3वी	00	33	87
	314/1	00	06	64
	314/2	00	24	62
	312/1	00	13	78
	276	00	04	38
	277/3	00	44	83
	277/4	00	10	49
	310/2	00	00	10
	310/1वी	00	02	50
	310/1ए	00	20	25
	277/6	00	00	19
	277/5	00	00	10
	307/1	00	20	20
	307/2	00	23	40
	307/3	00	26	60
	306	00	03	59
	282	00	08	28
	305/5	00	50	92
	305/3	00	34	83
	305/4	00	05	48
	304	00	02	90
	303	00	88	89
	301/2	00	12	51
	301/1	00	15	70
	300/2	00	01	30
	300/3	00	05	63
	300/4ए	00	08	77
	300/4वी	00	23	27
	300/5	00	29	75
	334	00	21	04
	336/3	00	19	37
	337	00	20	41
	338/1ए	00	10	69
	338/1वी	00	29	07
	338/2	00	13	84
2) दुरगाडा	462/1वी	00	36	48
	462/2वी	00	12	52
	463	00	39	67
	461/2वी	00	00	10
	461/3वी	00	03	59

1	2	3	4	5
2) दुरगाडा (निरंतर)	460/3	00	07	30
	460/2	00	22	99
	460/1	00	06	71
	459/4	00	28	62
	459/3	00	32	45
	458/2	00	06	40
	465	00	23	30
	475	00	04	00
	469/1	00	10	49
	469/2	00	01	87
	467/5	00	09	47
	467/6	00	17	98
	467/3	00	06	59
	468/1	00	22	35
	468/2	00	24	43
	469/7	00	08	91
	469/9	00	23	06
	469/10	00	16	48
	470	00	14	59
	275	00	00	10
	274/2	00	00	26
	268	00	38	96
	269/2	00	00	19
	269/3	00	03	80
	265/4	00	06	26
	265/1	00	09	61
	265/2	00	19	53
	265/3	00	19	55
	263/1	00	03	21
	264	00	17	48
	262/1	00	03	06
	261/1	00	02	95
	305	00	08	70
	306	00	45	00
	231/1	00	13	50
	231/2	00	04	68
	230/2	00	03	57
	230/7	00	23	17
	232/1	00	01	54
	233/1	00	39	25
	234/2	00	20	01
	234/1	00	09	94

1	2	3	4	5
कुशाबा (निरंतर)	235/2	00	00	92
	235/1	00	29	23
	227	00	61	51
	210	00	11	96
	211/3	00	00	50
	211/2	00	21	01
	211/6	00	19	90
	211/7	00	16	48
	211/9	00	15	63
	211/8	00	19	82
	223	00	08	15
	212	00	05	20
	202/2	00	08	69
	202/3वी	00	12	80
	202/3ए	00	00	10
	202/3सी	00	27	29
	213	00	10	03
	214/2/वी	00	15	49
	214/1/वी	00	07	88
	215	00	10	45
	216	00	24	38
	83	00	65	89
	84	00	00	10
	79	00	13	93
	78	00	48	95

[फा. सं. एल-14014/20/2009-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1449.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1852 dated 23rd June, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 06th April, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Pithapuram		District:East Godavari		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Bhogapuram	416/2	00	00	10	
	416/3	00	00	98	
	416/1	00	23	04	
	417	00	15	78	
	413/8	00	03	31	
	413/7	00	13	54	
	413/6	00	06	90	
	413/5	00	07	00	
	413/4	00	10	61	
	413/2	00	01	78	
	410/3	00	00	10	
	410/4	00	32	84	
	410/6	00	37	33	
	411	00	05	08	
	409	00	28	59	
	432/2	00	00	96	
	432/1	00	03	16	
	432/3	00	09	17	
	433/3	00	03	63	
	433/4	00	16	57	
	431/3	00	00	10	
	431/2	00	01	79	
	431/1	00	04	61	
	435/1	00	16	48	
	436/2	00	24	33	
	436/1	00	01	14	
	437/1	00	08	03	
	437/2	00	10	91	
	439	00	05	74	
	289/3	00	04	25	
	289/4	00	07	73	
	289/5	00	01	07	
	289/9	00	00	74	
	289/8	00	18	86	
	289/10	00	06	10	
	289/11	00	04	32	
	288/6	00	20	37	

I) Bhogapuram (Contd)				
I	2	3	4	5
288/1	00	01	52	33
254/6	00	02	52	33
254/4	00	09	52	41
254/2	00	06	41	11
254/1	00	11	05	88
258/4	00	18	05	88
258/5	00	01	16	88
258/3	00	08	16	88
257	00	29	40	88
256/1	00	06	40	68
256/2	00	00	68	16
260/3	00	01	16	16
260/2	00	23	16	58
261/1	00	15	64	17
262/3C	00	42	17	10
262/3B	00	00	10	98
262/2	00	00	98	64
262/1B	00	12	64	05
262/1A	00	13	05	36
265/4	00	00	36	62
243/1	00	05	62	41
242/2A	00	01	41	09
242/2B	00	23	09	94
242/2C	00	05	94	74
242/1	00	01	74	72
217/1	00	11	72	26
217/2	00	10	26	83
216/2	00	14	83	10
216/3	00	00	10	54
215	00	05	54	23
196/2	00	12	23	13
196/1	00	26	13	53
197/1A	00	18	53	26
197/1B	00	03	26	28
197/1C	00	00	28	09
198/5A	00	15	09	57
198/5B	00	19	57	11
198/2	00	01	11	20
198/3	00	19	20	55
202/1	00	03	55	26
201/2	00	05	26	

1	2	3	4	5
1) Bhogapuram (Contd)	201/1	00	27	80
	201/7	00	00	48
	200/1	00	38	74
	200/2	00	04	09
	150/4	00	00	20
	150/5	00	37	24
	149/5	00	16	73
	149/6	00	05	10
	149/4	00	01	65
	149/3	00	14	32
	149/2	00	31	49
	148	00	00	65

Mandal/Tehsil/Taluk:Gollaprolu		District:East Godavari		State:ANDHRA PRADESH
1) Chebrolu	562	00	03	56
	561/4	00	00	10
	560/2	00	46	13
	560/1	00	04	16
	561/1	00	24	11
	561/2	00	20	08
	565/2	00	00	39
	565/3	00	02	98
	566	00	09	05
	569/1A	00	20	41
	568	00	26	49
	567/2	00	00	10
	567/3	00	24	35
	567/4	00	08	88
	588	00	00	70
	589/4	00	27	40
	589/3	00	19	28
	589/2D	00	04	91
	589/1	00	02	67
	587	00	08	24
	582	00	22	56
	581	00	01	20
	593	00	13	21
	598	00	36	77
	594/1	00	92	71
	520/28	00	00	45
	518	00	77	83
	655	00	03	98
	662	00	02	34
	663	00	36	64

1	2	3	4	5
1) Chebrolu (Contd)	666	00	28	29
	667	00	38	81
	668	00	08	44
	451/1	00	05	22
	451/2	00	11	25
	450	00	15	97
	452	00	03	56
	453	00	05	20
	456/1	00	05	25
	456/2	00	06	70
	454/2	00	05	08
	467	00	13	61
	466/1	00	05	55
	466/2	00	10	20
	464/1	00	10	24
	464/2	00	03	09
	463/4	00	13	28
	463/3	00	05	17
	463/2	00	10	94
	463/1	00	11	23
	461/1	00	00	10
	462	00	15	12
	416/1	00	12	84
	417/2	00	05	04
	417/1	00	06	31
	418/4	00	04	65
	418/5	00	00	65
	418/7	00	06	23
	407	00	02	09
	381	00	11	76
	379/5	00	03	70
	379/4	00	07	34
	379/6	00	01	23
	379/3	00	01	38
	378/4	00	17	75
	378/5	00	02	25
	378/3	00	04	76
	377/3A3	00	04	49
	377/3A2	00	04	02
	377/3A4	00	16	97
	377/3A1	00	00	15
	377/1A	00	00	65

1	2	3	4	5
1) Chebrolu (Contd)	377/1B	00	02	29
	314/4	00	12	96
	314/3B	00	33	87
	314/1	00	06	64
	314/2	00	24	62
	312/1	00	13	78
	276	00	04	38
	277/3	00	44	83
	277/4	00	10	49
	310/2	00	00	10
	310/1B	00	02	50
	310/1A	00	20	25
	277/6	00	00	19
	277/5	00	00	10
	307/1	00	20	20
	307/2	00	23	40
	307/3	00	26	60
	306	00	03	59
	282	00	08	28
	305/5	00	50	92
	305/3	00	34	83
	305/4	00	05	48
	304	00	02	90
	303	00	88	89
	301/2	00	12	51
	301/1	00	15	70
	300/2	00	01	30
	300/3	00	05	63
	300/4A	00	08	77
	300/4B	00	23	27
	300/5	00	29	75
	334	00	21	04
	336/3	00	19	37
	337	00	20	41
	338/1A	00	10	69
	338/1B	00	29	07
	338/2	00	13	84
2) Durgada	462/1B	00	36	48
	462/2B	00	12	52
	463	00	39	67
	461/2B	00	00	10
	461/3B	00	03	59

1	2	3	4	5
2) Durgada (Contd)	460/3	00	07	30
	460/2	00	22	99
	460/1	00	06	71
	459/4	00	28	62
	459/3	00	32	45
	458/2	00	06	40
	465	00	23	30
	475	00	04	00
	469/1	00	10	49
	469/2	00	01	87
	467/5	00	09	47
	467/6	00	17	98
	467/3	00	06	59
	468/1	00	22	35
	468/2	00	24	43
	469/7	00	08	91
	469/9	00	23	06
	469/10	00	16	48
	470	00	14	59
	275	00	00	10
	274/2	00	00	26
	268	00	38	96
	269/2	00	00	19
	269/3	00	03	80
	265/4	00	06	26
	265/1	00	09	61
	265/2	00	19	53
	265/3	00	19	55
	263/1	00	03	21
	264	00	17	48
	262/1	00	03	06
	261/1	00	02	95
	305	00	08	70
	306	00	45	00
	231/1	00	13	50
	231/2	00	04	68
	230/2	00	03	57
	230/7	00	23	17
	232/1	00	01	54
	233/1	00	39	25
	234/2	00	20	01
	234/1	00	09	94

1	2	3	4	5
2) Durgada (Contd)	235/2	00	00	92
	235/1	00	29	23
	227	00	61	51
	210	00	11	96
	211/3	00	00	50
	211/2	00	21	01
	211/6	00	19	90
	211/7	00	16	48
	211/9	00	15	63
	211/8	00	19	82
	223	00	08	15
	212	00	05	20
	202/2	00	08	69
	202/3B	00	12	80
	202/3A	00	00	10
	202/3C	00	27	29
	213	00	10	03
	214/2/B	00	15	49
	214/1/B	00	07	88
	215	00	10	45
	216	00	24	38
	83	00	65	89
	84	00	00	10
	79	00	13	93
	78	00	48	95

[F. No. L-14014/20/2009-G.P.]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1450.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविमुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

ब्लॉक/ तेहसिल/ तालुक : अनकापल्लि	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) वेन्कुपालेम	99	00	04	96
	97	00	07	20
	168/27	00	00	39
	168/26ए	00	00	90
	168/26बी	00	04	47
	168/26सी	00	01	38
	168/26डी	00	00	15
	168/13	00	04	58
	168/12ए	00	00	26
	168/12बी	00	00	43
	168/12सी	00	01	37
	168/14	00	01	95
	168/15बी	00	03	58
	168/15ए	00	00	55
	168/16	00	00	49
	168/17	00	00	10
	168/10ए	00	02	23
	168/10बी	00	04	02
	168/18	00	00	70
	168/9ए	00	02	20
	168/9बी	00	00	10
	168/7	00	01	46
	168/6	00	02	41
	168/5बी	00	00	32
	168/5ए	00	00	10
	168/8	00	00	90
	93/7	00	00	10
	93/8	00	00	94
	93/5	00	05	59
	95/3	00	00	10
	95/4	00	01	33
	95/5	00	01	16
	95/6	00	01	71
	95/7	00	01	74
	95/11बी	00	01	78
	95/11ए	00	01	81
	95/10ए	00	00	12

1	2	3	4	5
1) वेन्गुपालेम (भित्तर)	95/12	00	01	70
	95/13	00	01	34
	95/14	00	02	85
	95/15	00	02	48
	95/16	00	00	55
	95/17	00	03	83
	95/18	00	03	60
	95/19	00	00	54
	95/20	00	00	10
	94/13	00	00	10
	94/15	00	09	55
	94/34	00	00	31
	94/35	00	03	37
	94/16	00	00	73
	94/11	00	00	13
	94/17	00	02	79
	94/18	00	03	56
	94/19	00	02	67
	94/20	00	04	51
	94/10	00	00	10
	94/3ई	00	05	97
	94/3डी	00	01	99
	94/22	00	00	17
	94/23	00	05	97
	94/25	00	00	35
	94/29	00	07	12
	94/26	00	02	10
	94/28	00	02	52
	94/27	00	02	29
	84	00	02	68
	83	00	11	97
	82/10	00	05	18
	82/30	00	00	39
	82/11	00	09	78
	82/29	00	04	06
	82/28	00	03	89
	82/15	00	00	67
	82/16	00	03	25
	82/18	00	02	47
	82/17	00	03	86
	82/21	00	01	84
	82/22	00	02	83

1	2	3	4	5
1) वेन्कुपालेम (निरंतर)	82/23	00	08	71
	10	00	04	95
	6/36	00	02	37
	6/28	00	03	91
	6/27	00	03	95
	6/26	00	01	91
	6/25	00	00	76
	6/24	00	01	02
	6/23	00	02	26
	6/22	00	01	25
	6/21	00	01	72
	6/35	00	02	23
	6/34	00	02	71
	6/33	00	02	92
	6/20	00	06	14
	7	00	15	71
	161/10	00	00	55
	161/11	00	00	56
	161/12ए	00	00	38
	161/12बी	00	02	82
	161/13	00	02	00
	161/14	00	01	42
	161/15	00	01	39
	161/16	00	01	18
	161/17	00	01	75
	161/18	00	02	25
	161/19	00	03	06
	161/20	00	03	42
	161/21	00	00	88
	161/23	00	03	49
	161/22	00	05	04
	161/28डी	00	02	47
	161/28सी	00	01	13
	161/28ई	00	00	56
	161/28बी	00	01	57
	161/28ए	00	01	61
	161/28एफ	00	00	10
	161/29	00	01	56
	161/27	00	00	55
	161/26	00	00	63
	161/25	00	00	82
	161/24	00	01	03

1	2	3	4	5
1) वैजुपालेम (निरंतर)	8/1	00	10	25
	8/2	00	00	10
	5/18	00	07	67
	5/20	00	06	83
	5/19	00	12	69
	5/5	00	02	05
	5/4	00	03	03
	160/7	00	00	90
	160/5	00	00	10
	160/6	00	02	27
	160/1	00	07	96
2) सम्पतिपुरम	216/6	00	04	74
	216/7	00	13	58
	218	00	16	81
	219/2	00	05	35
	219/1	00	39	75
	271	00	30	55
	221	00	30	85
	208/3	00	23	70
	208/2	00	29	91
	208/1	00	08	35
	209/2	00	16	28
	209/3	00	06	87
	209/5	00	08	28
	209/6	00	06	63
	209/12	00	06	73
	209/11	00	10	10
	209/1	00	49	24
	190	00	76	48
	192/1	00	00	10
3) वेटाजंगलापालेम	48/6	00	40	00
	48/5	00	02	73
	47	00	03	57
	41/24	00	00	10
	41/25	00	00	91
	46/1	00	35	86
	96/3	00	19	30
	96/2	00	10	10
	42	00	10	83
	43	00	00	10
	36	00	19	59
	35	00	75	00

1	2	3	4	5
3) वेटाजंगलाफलेम (निरंतर)	94/24	00	00	18
	94/27	00	00	10
	94/30	00	04	05
	94/29	00	00	79
	94/28	00	00	31
	23/7	00	27	86
	23/6	00	01	29
	23/8	00	05	31
	23/9	00	07	75
	23/10	00	03	35
	23/11	00	02	45
	23/12	00	00	56
	23/14	00	00	10
	24/34	00	04	29
	24/33	00	00	66
	24/32	00	00	10
	22	00	13	45
4) सीतानगरम	510	00	03	42
	509	00	06	03
	418	01	14	79
	416/3	00	00	10
	416/2	00	05	63
	416/1	00	06	35
	416/9	00	00	10
	420/1	00	05	96
	419/66	00	02	10
	419/24	00	07	49
	419/25	00	07	99
	419/26	00	00	74
	419/31	00	00	10
	419/32	00	06	50
	419/33	00	00	39
	419/35	00	01	69
	419/36	00	04	12
	419/37	00	00	82
	419/38	00	00	32
	419/39	00	04	20
	419/40	00	05	97
	419/45	00	00	10
	419/47	00	08	10
	419/46	00	02	23
	419/48	00	02	59

1	2	3	4	5
4) सीतानगरम (निरंतर)	419/49	00	00	11
	504	00	17	00
	451	01	02	01
	450	00	23	89
	453/31	00	05	29
	453/30	00	03	78
	453/29	00	00	30
	453/28	00	01	90
	453/27	00	04	00
	453/20	00	09	30
	453/19	00	09	40
	453/18	00	07	85
	453/16	00	03	92
	453/17	00	00	20
	453/15	00	03	39
	453/12	00	07	47
	453/11	00	03	16
	453/10	00	04	07
	453/9	00	00	48
	453/8	00	00	92
	453/7	00	02	56
	453/6	00	06	21
	453/4	00	06	20
	453/5	00	01	65
	453/3	00	05	25
	453/2	00	01	51
	497/2	00	06	34
	459/13	00	00	81
	459/12	00	03	52
	459/11	00	05	05
	459/10	00	02	07
	459/9	00	02	50
	459/8	00	00	16
	459/2	00	10	20
	465/1	00	32	74
	495/1वी	00	63	55
	495/2	00	02	83
	467/12	00	09	30
	467/2	00	08	96
	467/1	00	02	67
	467/3	00	00	10
	467/4	00	00	62

1	2	3	4	5
4) सीतानगरम (निरंतर)	490	00	05	09
	486/17	00	00	27
	484/16	00	00	40
	484/6	00	23	70
	484/5	00	03	94
	484/1	00	04	70
	469/1	00	08	95
	483/7	00	10	18
	483/9	00	04	95
	483/8	00	04	52
	483/6	00	01	92
	482/4	00	06	00
	482/2	00	07	62
	482/3	00	11	11
	482/1	00	01	27
	481/22	00	05	09
	481/21	00	03	94
	481/20	00	02	45
	481/25	00	08	07
	481/27	00	05	91
	481/28	00	03	87
	481/29	00	01	94
	481/30	00	04	07
	480/1	00	06	60
	480/2	00	03	68
	481/31	00	00	42
	481/32	00	00	10
	478/3	00	17	31
	478/4	00	00	10
	478/5	00	00	10
	472/13	00	06	21
	472/14	00	10	01
	477/2	00	06	11
	477/1	00	04	45
	477/3	00	02	10
	477/4	00	02	11
	473/7	00	00	22
	476	00	00	19
	398/1	00	00	10
	328	00	02	81
	329	00	25	18
	330	00	33	48

1	2	3	4	5
4) सीतानगरम (मिरातर)	331/17	00	05	06
	331/27	00	17	27
	332	00	22	84
	393	00	32	06
5) तुम्पापाला	359/2	00	48	41
	359/3	00	03	07
	359/4	00	36	69
	359/5	00	06	78
	347/10ए	00	00	11
	347/10बी	00	00	11
	347/11ए	00	09	93
	347/11बी	00	09	93
	347/12	00	10	24
	347/13	00	33	86
	348/1	00	03	06
	348/2	00	01	49
	348/3	00	00	10
	348/8	00	02	67
	348/9	00	00	86
	348/10	00	14	04
	348/11	00	01	87
	348/13	00	21	60
	353	00	29	08
	354	00	36	27
	351	00	02	79
	334/8	00	03	19
	334/7	00	00	31
	334/9	00	05	17
	334/12	00	07	48
	334/13	00	13	53
	334/23	00	14	25
	334/14	00	08	61
	334/15	00	04	91
	334/17	00	00	29
	334/20	00	02	99
	334/21	00	03	60
	334/22	00	13	06
	333	00	03	12
	334/19	00	01	79
	332/1	00	05	08
	313/3	00	13	72
	313/4	00	00	10

1	2	3	4	5
31 तुम्हापाला (निरंतर)	313/5	00	19	32
	313/6	00	05	32
	313/7	00	00	10
	313/8	00	03	28
	313/9	00	02	74
	313/10	00	01	78
	313/11	00	04	04
	313/12	00	00	22
	313/13	00	06	48
	313/14	00	06	14
	309/2	00	03	91
	309/1	00	18	95
	311/3	00	11	13
	311/4	00	05	58
	311/5	00	06	16
	309/16	00	02	34
	310	00	27	80
	311/6	00	00	10
	311/7	00	12	91
	304/1	00	16	69
	304/2	00	12	34
	304/3	00	02	56
	304/4	00	05	00
	303	00	09	90
	302/4	00	03	67
	301/3	00	14	15
	301/2	00	03	09
	301/1	00	09	12
	289/5	00	23	81
	289/4	00	09	98
	289/2	00	20	01
	289/3	00	10	19
	285/1	00	13	20
	285/2	00	13	41
	285/3	00	00	39
	284/4	00	11	79
	284/5	00	08	77
	282	00	04	87
	273/5	00	26	50
	269/3	00	01	49
	269/2	00	20	03
	269/1	00	25	31

1	2	3	4	5
5) तुम्मापाला (निरंतर)	253/1	00	08	64
	253/2	00	09	22
	253/3	00	08	10
	251/1	00	02	47
	251/2	00	14	85
	251/3	00	29	69
	251/4	00	00	58
	251/8	00	02	37
	251/7	00	00	76
	251/6	00	23	87
	248/18	00	05	97
	248/19	00	11	35
	248/21	00	00	22
	248/24	00	10	41
	248/23	00	10	42
	248/30	00	00	17
	248/31	00	13	93
	248/33	00	13	65
	248/34	00	13	53
	248/35	00	13	71
	245/2	00	13	23
	245/3	00	09	86
	245/4	00	03	51
	245/7	00	00	26
6) माउदूरु	201/3	00	03	81
	201/4	00	02	63
	201/5	00	03	35
	201/6	00	12	28
	200	00	15	38
	197	00	01	30
	199/1	00	16	86
	199/2	00	11	78
	195/5	00	09	15
	195/12	00	01	93
	195/13	00	08	64
	198/1	00	02	91
	198/2	00	02	07
	198/3	00	02	74
	198/7	00	02	16
	198/8	00	03	73
	191/1	00	00	10
	192/7	00	05	71

1.	2	3	4	5
6) माहुदूख (निरंतर)	192/8	00	04	81
	192/9	00	16	30
	193/2	00	10	75
	193/3	00	11	05
	189/1	00	10	43
	189/2	00	15	98
	189/3	00	00	15
	181/1	00	05	24
	181/5	00	02	68
	181/6	00	05	10
	182/1	00	12	09
	182/2	00	09	08
	166/1	00	42	25
	167/7	00	01	30
	167/8	00	03	48
	167/9	00	04	30
	168/14	00	03	45
	163/13	00	04	21
	168/15	00	18	67
	154/2	00	01	08
	154/3	00	03	77
	154/9	00	03	49
	154/4	00	10	76
	154/5	00	09	33
	154/6	00	14	69
	154/7	00	00	10
	154/8	00	04	80
	130/10	00	04	48
	153	00	15	09
	152	00	13	00
	130/2	00	00	30
	130/3	00	04	48
	130/4	00	09	41
	130/5	00	04	52
	130/6	00	05	83
	130/7	00	01	37
	138/5	00	06	89
	138/6	00	00	36
	138/3	00	11	33
	138/4	00	05	64
	138/2	00	02	45
	134/2	00	00	10

1	2	3	4	5
6) सावनी (निरंतर)	134/3	00	12	64
	134/4	00	02	40
	137/6	00	01	78
	137/7	00	11	10
	134/1	00	10	90
	135/7	00	02	39
	135/8	00	08	08
	120/13	00	00	34
	120/12	00	01	89
	120/11	00	01	92
	120/10	00	03	48
	120/9	00	00	63
	120/8	00	09	24
	120/7	00	06	10
	120/5	00	12	98
	120/4	00	13	48
	120/3	00	17	63
	120/2	00	00	10
	112/8	00	04	93
	119/1	00	02	87
	118/3	00	09	05
	118/2	00	01	17
	118/1	00	42	04
	117/3	00	02	32
7) रेखाका	220	00	96	01
	222/1	00	05	73
	224	00	89	15
	225	00	04	28
	211	00	03	72
	207	00	93	28
	210	00	34	59
	223	00	18	11
8) साकवरम	182/1	00	42	96
	181	00	19	54
	182/2	00	19	23
	163	00	39	56
	162	00	07	39
	164	00	10	49
	166/1	00	06	57
	166/2ए	00	22	45
	185/3	00	05	31
	185/4	00	02	00

1	2	3	4	5
8) मावसम (निरतर)	185/5	00	03	75
	185/7	00	00	35
	185/8	00	11	49
	185/9	00	02	36
	185/10	00	00	57
	185/17	00	00	10
	185/18	00	03	32
	185/19	00	01	20
	185/20	00	05	49
	185/21	00	00	88
	185/22	00	05	26
	151/1	00	00	18
	184/13	00	05	72
	184/14	00	02	33
	184/15	00	11	08
	184/12	00	06	49
	184/10	00	09	53
	149/5	00	00	40
	149/4	00	04	65
	149/3	00	07	87
	149/2	00	03	50
	149/1	00	01	68
	150/15	00	00	10
	150/1	00	10	53
	150/2	00	08	21
	150/3	00	01	91
	148	00	11	34
	147	00	63	05
	144/4	00	02	74
	144/5	00	20	72
	144/6	00	16	81
	144/7	00	16	50
9) कोन्डुपालेम	165	00	12	34
	218	00	13	55
	219	00	99	71
	227	00	65	65
	223	00	34	83
	224	00	04	95
	225	00	90	69
	204	00	07	42
	201	01	06	11
	202	00	06	40

1	2	3	4	5
9) कोन्दुपालेम (निरंतर)	200	00	01	41
	191	00	00	78
	190	00	06	26
	189	00	72	39
	205	00	33	15

[फा. सं. एल-14014/55/2009-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1450.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in Land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisujja, Opp New Centuary Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk: Anakapalli		District: Visakhapatnam		State: ANDHRA PRADESH	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Venkupalem	99	00	04	96	
	97	00	07	20	
	168/27	00	00	39	
	168/26A	00	00	90	
	168/26B	00	04	47	
	168/26C	00	01	38	
	168/26D	00	00	15	
	168/13	00	04	58	
	168/12A	00	00	26	
	168/12B	00	00	43	
	168/12C	00	01	37	
	168/14	00	01	95	
	168/15B	00	03	58	
	168/15A	00	00	55	
	168/16	00	00	49	
	168/17	00	00	10	
	168/10A	00	02	23	
	168/10B	00	04	02	
	168/18	00	00	70	
	168/9A	00	02	20	
	168/9B	00	00	10	
	168/7	00	01	46	
	168/6	00	02	41	
	168/5B	00	00	32	
	168/5A	00	00	10	
	168/8	00	00	90	
	93/7	00	00	10	
	93/8	00	00	94	
	93/5	00	05	56	
	95/3	00	00	10	
	95/4	00	01	33	
	95/5	00	01	16	
	95/6	00	01	71	
	95/7	00	01	74	
	95/11B	00	01	78	
	95/11A	00	01	81	
	95/10A	00	00	12	

1	2	3	4	5
1) Venkupalem (Contd)	95/12	00	01	70
	95/13	00	01	34
	95/14	00	02	85
	95/15	00	02	48
	95/16	00	00	55
	95/17	00	03	83
	95/18	00	03	60
	95/19	00	00	54
	95/20	00	00	10
	94/13	00	00	10
	94/15	00	09	55
	94/34	00	00	31
	94/35	00	03	37
	94/16	00	00	73
	94/11	00	00	13
	94/17	00	02	79
	94/18	00	03	56
	94/19	00	02	67
	94/20	00	04	51
	94/10	00	00	10
	94/3E	00	05	97
	94/3D	00	01	99
	94/22	00	00	17
	94/23	00	05	97
	94/25	00	00	35
	94/29	00	07	12
	94/26	00	02	10
	94/28	00	02	52
	94/27	00	02	29
	84	00	02	68
	83	00	11	97
	82/10	00	05	18
	82/30	00	00	39
	82/11	00	09	78
	82/29	00	04	06
	82/28	00	03	89
	82/15	00	00	67
	82/16	00	03	25
	82/18	00	02	47
	82/17	00	03	86
	82/21	00	01	84
	82/22	00	02	83

1	2	3	4	5
1) Venkupalem (Contd)	82/23	00	08	71
	10	00	04	95
	6/36	00	02	37
	6/28	00	03	91
	6/27	00	03	95
	6/26	00	01	91
	6/25	00	00	76
	6/24	00	01	02
	6/23	00	02	26
	6/22	00	01	25
	6/21	00	01	72
	6/35	00	02	23
	6/34	00	02	71
	6/33	00	02	92
	6/20	00	06	14
	7	00	15	71
	161/10	00	00	55
	161/11	00	00	56
	161/12A	00	00	38
	161/12B	00	02	82
	161/13	00	02	00
	161/14	00	01	42
	161/15	00	01	39
	161/16	00	01	18
	161/17	00	01	75
	161/18	00	02	25
	161/19	00	03	06
	161/20	00	03	42
	161/21	00	00	88
	161/23	00	03	49
	161/22	00	05	04
	161/28D	00	02	47
	161/28C	00	01	13
	161/28E	00	00	56
	161/28B	00	01	57
	161/28A	00	01	61
	161/28F	00	00	10
	161/29	00	01	56
	161/27	00	00	55
	161/26	00	00	63
	161/25	00	00	82
	161/24	00	01	03

1	2	3	4	5
1) Venkupalem (Contd)	8/1	00	10	25
	8/2	00	00	10
	5/18	00	07	67
	5/20	00	06	83
	5/19	00	12	69
	5/5	00	02	05
	5/4	00	03	03
	160/7	00	00	90
	160/5	00	00	10
	160/6	00	02	27
	160/1	00	07	96
2) Sampatipuram	216/6	00	04	74
	216/7	00	13	58
	218	00	16	81
	219/2	00	05	35
	219/1	00	89	75
	271	00	30	55
	221	00	30	85
	208/3	00	23	70
	208/2	00	29	91
	208/1	00	08	35
	209/2	00	16	28
	209/3	00	06	87
	209/5	00	08	25
	209/6	00	06	83
	209/12	00	06	79
	209/11	00	10	10
	209/1	00	49	24
	190	00	76	48
	192/1	00	00	10
3) Vetazangalapalem	48/6	00	40	00
	48/5	00	02	73
	47	00	03	57
	41/24	00	00	10
	41/25	00	02	91
	46/1	00	25	96
	96/3	00	19	50
	96/2	00	16	16
	42	00	18	73
	43	00	00	10
	36	00	19	59
	35	00	75	75

1	2	3	4	5
3) Vetazangalapalem (Contd)	94/24	00	00	18
	94/27	00	00	10
	94/30	00	04	05
	94/29	00	00	79
	94/28	00	00	31
	23/7	00	27	86
	23/6	00	01	29
	23/8	00	05	31
	23/9	00	07	75
	23/10	00	03	35
	23/11	00	02	45
	23/12	00	00	56
	23/14	00	00	10
	24/34	00	04	29
	24/33	00	00	66
	24/32	00	00	10
	22	00	13	45
4) Sithanagaram	510	00	03	42
	509	00	06	03
	418	01	14	79
	416/3	00	00	10
	416/2	00	05	63
	416/1	00	06	35
	416/9	00	00	10
	420/1	00	05	96
	419/66	00	02	10
	419/24	00	07	49
	419/25	00	07	99
	419/26	00	00	74
	419/31	00	00	10
	419/32	00	06	50
	419/33	00	00	39
	419/35	00	01	69
	419/36	00	04	12
	419/37	00	00	82
	419/38	00	00	32
	419/39	00	04	20
	419/40	00	05	97
	419/45	00	00	10
	419/47	00	08	10
	419/46	00	02	23
	419/48	00	02	59

1	2	3	4	5
4) Sithanagaram (Contd)	419/49	00	00	11
	504	00	17	00
	451	01	02	01
	450	00	23	89
	453/31	00	05	29
	453/30	00	03	78
	453/29	00	00	30
	453/28	00	01	90
	453/27	00	04	00
	453/20	00	09	30
	453/19	00	09	40
	453/18	00	07	85
	453/16	00	03	92
	453/17	00	00	20
	453/15	00	03	39
	453/12	00	07	47
	453/11	00	03	16
	453/10	00	04	07
	453/9	00	00	48
	453/8	00	00	92
	453/7	00	02	56
	453/6	00	06	21
	453/4	00	06	20
	453/5	00	01	65
	453/3	00	05	25
	453/2	00	01	51
	497/2	00	06	34
	459/13	00	00	81
	459/12	00	03	52
	459/11	00	05	05
	459/10	00	02	07
	459/9	00	02	50
	459/8	00	00	16
	459/2	00	10	20
	465/1	00	32	74
	495/1B	00	63	55
	495/2	00	02	83
	467/12	00	09	30
	467/2	00	08	96
	467/1	00	02	67
	467/3	00	00	10
	467/4	00	00	62

1	2	3	4	5
4) Sithanagaram (Contd)	490	00	05	09
	486/17	00	00	27
	484/16	00	00	40
	484/6	00	23	70
	484/5	00	03	94
	484/1	00	04	70
	469/1	00	08	95
	483/7	00	10	18
	483/9	00	04	95
	483/8	00	04	52
	483/6	00	01	92
	482/4	00	08	00
	482/2	00	07	62
	482/3	00	11	11
	482/1	00	01	27
	481/22	00	05	09
	481/21	00	03	94
	481/20	00	02	45
	481/25	00	08	07
	481/27	00	05	91
	481/28	00	03	87
	481/29	00	01	94
	481/30	00	04	07
	480/1	00	06	60
	480/2	00	03	68
	481/31	00	00	42
	481/32	00	00	10
	478/3	00	17	31
	478/4	00	00	10
	478/5	00	00	10
	472/13	00	06	21
	472/14	00	10	01
	477/2	00	06	11
	477/1	00	04	45
	477/3	00	02	10
	477/4	00	02	11
	473/7	00	00	22
	476	00	00	19
	398/1	00	00	10
	328	00	02	81
	329	00	25	18
	330	00	33	48

1	2	3	4	5
4) Sithanagaram (Contd)	331/17	00	05	06
	331/27	00	17	27
	394	00	22	84
	393	00	32	06
5) Tummapala	359/2	00	48	41
	359/3	00	03	07
	359/4	00	36	69
	359/1	00	06	78
	347/10A	00	00	11
	347/10B	00	00	11
	347/11A	00	09	93
	347/11B	00	09	93
	347/12	00	10	24
	347/13	00	33	86
	348/1	00	03	06
	348/2	00	01	49
	348/3	00	00	10
	348/8	00	02	67
	348/9	00	00	86
	348/10	00	14	04
	348/11	00	01	87
	348/13	00	21	60
	353	00	29	08
	354	00	36	27
	351	00	02	79
	334/8	00	03	19
	334/7	00	00	31
	334/9	00	05	17
	334/12	00	07	48
	334/13	00	13	53
	334/23	00	14	25
	334/14	00	08	61
	334/15	00	04	91
	334/17	00	00	29
	334/20	00	02	99
	334/21	00	03	60
	334/22	00	13	06
	333	00	03	12
	334/19	00	01	79
	332/1	00	05	08
	313/3	00	13	72
	313/4	00	00	10

1	2	3	4	5
5) Tummapala (Contd)	313/5	00	19	32
	313/6	00	05	32
	313/7	00	00	10
	313/8	00	03	28
	313/9	00	02	74
	313/10	00	01	78
	313/11	00	04	04
	313/12	00	00	22
	313/13	00	06	48
	313/14	00	06	14
	309/2	00	03	91
	309/1	00	18	95
	311/3	00	11	13
	311/4	00	05	58
	311/5	00	06	16
	309/16	00	02	34
	310	00	27	80
	311/6	00	00	10
	311/7	00	12	91
	304/1	00	16	69
	304/2	00	12	34
	304/3	00	02	56
	304/4	00	05	00
	303	00	09	90
	302/4	00	03	67
	301/3	00	14	15
	301/2	00	03	09
	301/1	00	09	12
	289/5	00	23	81
	289/4	00	09	98
	289/2	00	20	01
	289/3	00	10	19
	285/1	00	13	20
	285/2	00	13	41
	285/3	00	00	39
	284/4	00	11	79
	284/5	00	08	77
	282	00	04	87
	273/5	00	26	50
	269/3	00	01	49
	269/2	00	20	03
	269/1	00	25	31

1	2	3	4	5
5) Tummapala (Contd)	253/1	00	08	64
	253/2	00	09	22
	253/3	00	08	10
	251/1	00	02	47
	251/2	00	14	85
	251/3	00	29	69
	251/4	00	00	58
	251/8	00	02	37
	251/7	00	00	76
	251/6	00	23	87
	248/18	00	05	97
	248/19	00	11	35
	248/21	00	00	22
	248/24	00	10	41
	248/23	00	10	42
	248/30	00	00	17
	248/31	00	13	93
	248/33	00	13	65
	248/34	00	13	53
	248/35	00	13	71
	245/2	00	13	23
	245/3	00	09	86
	245/4	00	03	51
	245/7	00	00	26
6) Maruturu	201/3	00	03	81
	201/4	00	02	63
	201/5	00	03	35
	201/6	00	12	28
	200	00	15	38
	197	00	01	30
	199/1	00	16	86
	199/2	00	11	78
	195/5	00	09	15
	195/12	00	01	93
	195/13	00	08	64
	198/1	00	02	91
	198/2	00	02	07
	198/3	00	02	74
	198/7	00	02	16
	198/8	00	03	73
	191/1	00	00	10
	192/7	00	05	71

Continued.....12

1	2	3	4	5
6) Maruturu (Contd)	192/8	00	04	81
	192/9	00	16	30
	193/2	00	10	75
	193/3	00	11	05
	189/1	00	10	43
	189/2	00	15	98
	189/3	00	00	15
	181/1	00	05	24
	181/5	00	02	68
	181/6	00	05	10
	182/1	00	12	09
	182/2	00	09	08
	166/1	00	42	25
	167/7	00	01	30
	167/8	00	03	48
	167/9	00	04	30
	168/14	00	03	45
	168/13	00	04	21
	168/15	00	18	67
	154/2	00	01	08
	154/3	00	03	77
	154/9	00	03	49
	154/4	00	10	76
	154/5	00	09	33
	154/6	00	14	69
	154/7	00	00	10
	154/8	00	04	80
	130/19	00	04	48
	153	00	15	09
	152	00	13	00
	130/2	00	00	30
	130/3	00	04	48
	130/4	00	09	41
	130/5	00	04	52
	130/6	00	05	83
	130/7	00	01	37
	138/5	00	06	89
	138/6	00	00	36
	138/3	00	11	33
	138/4	00	05	64
	138/2	00	02	45
	134/2	00	00	10

1	2	3	4	5
6) Maruturu (Contd)	134/3	00	12	64
	134/4	00	02	40
	137/6	00	01	78
	137/7	00	11	10
	134/1	00	10	90
	135/7	00	02	39
	135/8	00	08	08
	120/13	00	00	34
	120/12	00	01	89
	120/11	00	01	92
	120/10	00	03	48
	120/9	00	00	63
	120/8	00	09	24
	120/7	00	06	10
	120/5	00	12	96
	120/4	00	13	48
	120/3	00	17	63
	120/2	00	00	10
	112/8	00	04	93
	119/1	00	02	97
	118/3	00	29	05
	118/2	00	01	17
	118/1	00	42	04
	117/3	00	02	32
7) Rebaka	220	00	96	01
	222/1	00	05	73
	224	00	89	15
	225	00	04	28
	211	00	03	72
	207	00	93	28
	210	00	34	59
	223	00	18	11
8) Makavaram	182/1	00	42	96
	181	00	19	54
	182/2	00	19	23
	163	00	39	56
	162	00	07	39
	164	00	10	49
	166/1	00	06	57
	166/2A	00	22	45
	185/3	00	05	31
	185/4	00	02	00

1	2	3	4	5
8) Makavaram (Contd)	185/5	00	03	75
	185/7	00	00	35
	185/8	00	11	49
	185/9	00	02	36
	185/10	00	00	57
	185/17	00	00	10
	185/18	00	03	32
	185/19	00	01	20
	185/20	00	05	49
	185/21	00	00	88
	185/22	00	05	26
	151/1	00	00	18
	184/13	00	05	72
	184/14	00	02	33
	184/15	00	11	08
	184/12	00	06	49
	184/10	00	09	53
	149/5	00	00	40
	149/4	00	04	65
	149/3	00	07	87
	149/2	00	03	50
	149/1	00	01	68
	150/15	00	00	10
	150/1	00	10	53
	150/2	00	08	21
	150/3	00	01	91
	148	00	11	34
	147	00	63	05
	144/4	00	02	74
	144/5	00	20	72
	144/6	00	16	81
	144/7	00	16	50
9) Kondupalem	165	00	12	34
	218	00	13	55
	219	00	99	71
	227	00	65	65
	223	00	34	83
	224	00	04	95
	225	00	90	69
	204	00	07	42
	201	01	06	11
	202	00	06	40

1	2	3	4	5
9) Kondupalem (Contd)	203	00	01	41
	191	00	00	78
	190	00	06	26
	189	00	72	39
	205	00	33	15

[F. No. L-14014/55/2009-G.P.]

SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1451.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल बी नगर, काकिनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तहसिल/ तालुक : पोद्दार	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) धर्मापुरा	108/8	00	16	84
	108/9	00	15	68
	108/10	00	04	39
	108/16	00	02	11
	108/15	00	02	88
	108/14	00	02	62
	108/13	00	04	77
	108/12	00	01	73
	108/11	00	01	18
	108/17	00	00	84
	108/18	00	00	27
	107/22	00	02	41
	107/18	00	00	13
	107/21	00	13	98
	107/20	00	01	90
	110/12	00	06	93
	110/11	00	02	23
	110/10	00	03	27
	110/9	00	03	17
	110/8	00	01	13
	110/7	00	00	14
	110/6	00	10	51
	110/5	00	08	24
	110/13	00	01	26
	110/1	00	00	10
	110/2	00	08	87
	110/3	00	13	70
	114/13	00	00	13
	114/14	00	05	98
	114/15	00	14	46
	115/15	00	00	50
	115/6	00	00	10
	115/5	00	05	83
	115/7	00	03	44
	115/8	00	00	37
	115/9	00	00	10
	115/4	00	02	31

1	2	3	4	5
1) धर्मापुरा (निस्तार)	115/3	00	08	60
	115/2	00	02	03
	124/5	00	00	10
	124/2	00	08	50
	124/1	00	01	88
	124/4	00	11	10
	124/6	00	00	53
	124/3	00	04	12
	125/9	00	00	10
	125/10	00	05	75
	125/8	00	16	61
	125/7	00	04	90
	125/5	00	00	42
	125/3	00	04	21
	125/4	00	20	78
	126/13	00	03	58
	126/15	00	07	52
	126/14	00	05	56
	126/5	00	02	43
	127/17	00	08	65
	127/16	00	00	10
	127/18	00	13	20
	127/19	00	06	21
	127/15	00	07	64
	127/12	00	06	40
	127/14	00	07	44
	127/13	00	08	18
	127/4	00	00	48
	127/5	00	10	47
	127/10	00	02	18
	127/6	00	03	85
	127/7	00	01	72
	128	00	02	52
	134/15	00	00	49
	134/12	00	03	22
	134/11	00	07	58
	141/27	00	00	28
	186/17	00	00	36
	187/12	00	07	62
	187/14	00	00	93
	187/13	00	07	61
	187/15	00	08	28

1	2	3	4	5
1) धर्मापुरा (निरंतर)	187/17	00	02	93
	187/18	00	03	75
	189/1	00	07	82
	189/2	00	05	07
	189/3	00	04	46
	189/22	00	02	83
	189/4	00	04	08
	189/23	00	00	10
	189/21	00	13	05
	189/19	00	01	27
	189/18	00	05	11
	189/17	00	04	72
	189/16	00	00	10
	189/10	00	05	03
	189/14	00	07	84
	189/11	00	09	05
	189/12	00	00	47
	190/9	00	10	96
	190/8	00	01	06
	190/7	00	03	03
	190/6	00	03	82
	190/5	00	02	99
	190/4	00	00	66
	190/1	00	02	14
	190/3	00	12	46
	190/2	00	03	25
	190/12	00	08	49
	190/13	00	00	75
2) तोलापी	192/19	00	02	97
	30	00	00	26
	78	00	00	22
	79	00	16	53
	101	00	00	10
	155/2	00	00	68
	155/3	00	09	48
	156/1	00	02	26
	156/14	00	03	05
	156/15	00	02	78
	156/16	00	03	87
	156/17	00	03	82
	156/18	00	02	33
	156/19	00	01	50

1	2	3	4	5
2) तोलापी (मिस्तर)	156/20	00	01	45
	156/22	00	00	10
	156/3	00	00	57
	156/4	00	05	87
	156/5	00	03	20
	157/21	00	01	06
	157/22	00	02	95
	157/24	00	00	73
	157/25	00	05	34
	157/26	00	06	05
	157/27	00	09	17
	157/29	00	07	12
	157/30	00	02	15
	16/12	00	00	31
	160/18	00	01	80
	160/19	00	02	47
	160/20	00	04	18
	160/8	00	00	18
	161/10	00	00	10
	161/16	00	00	10
	161/17	00	03	09
	161/18	00	05	78
	161/2	00	00	23
	161/3	00	02	69
	161/4	00	07	67
	161/5	00	04	59
	161/6	00	08	37
	161/7	00	01	14
	161/8	00	03	50
	161/9	00	05	56
	162/1	00	10	54
	162/10	00	00	73
	162/2	00	05	19
	162/3	00	00	57
	163/6	00	13	74
	163/8	00	29	43
	163/9	00	00	93
	164/15	00	02	69
	164/16	00	03	23
	164/17	00	20	27
	164/5	00	12	16
	164/6	00	02	18

1	2	3	4	5
2) तोलापै (निरंतर)	164/7	00	40	51
	170/1	00	01	98
	170/11	00	10	16
	170/2	00	00	47
	170/5	00	19	45
	170/6	00	00	43
	170/7	00	00	10
	170/8	00	07	35
	170/9	00	02	82
	171/10	00	25	05
	171/11	00	00	80
	171/12	00	00	10
	171/16	00	17	66
	185/3	00	06	68
	185/4	00	00	86
	185/5	00	11	67
	185/6	00	04	06
	185/7	00	01	09
	185/8	00	06	62
	185/9	00	12	85
	186/17	00	04	61
	186/18	00	00	10
	186/19	00	03	06
	186/20	00	04	68
	186/21	00	01	21
	186/22	00	06	02
	187/1	00	18	77
	187/11	00	08	69
	187/2	00	00	79
	187/3	00	00	62
	187/4	00	00	17
	188/1	00	01	13
	188/10	00	01	32
	188/11	00	13	57
	188/12	00	05	22
	188/13	00	00	10
	188/14	00	01	95
	188/15	00	03	79
	188/2	00	10	59
	188/20	00	03	24
	188/8	00	17	24
	188/9	00	00	12

1	2	3	4	5
2) तोलापी (निरंतर)	192/1	00	01	93
	192/17	00	03	80
	192/18	00	11	44
	192/2	00	06	04
	192/3	00	06	50
	192/4	00	08	24
	192/5	00	04	60
	33/3	00	31	67
	34/2	00	14	05
	34/3	00	00	91
	34/4	00	10	86
	34/5	00	02	86
	34/6	00	02	04
	36/1	00	02	35
	36/10	00	04	22
	36/11	00	06	66
	36/14	00	06	77
	36/15	00	07	57
	36/5	00	00	25
	36/6	00	07	82
	36/7	00	15	43
	36/8	00	03	63
	36/9	00	00	10
	37/1	00	00	87
	38	00	37	39
	39/10	00	02	72
	39/13	00	06	94
	39/14	00	06	17
	39/15	00	01	06
	39/17	00	00	10
	39/18	00	01	59
	39/7	00	00	27
	69/13	00	06	05
	69/12	00	00	30
	69/14	00	05	03
	69/15	00	05	16
	69/16	00	03	99
	69/20	00	05	44
	69/9	00	00	17
	70/1	00	09	93
	70/9	00	03	73
	80/2	00	24	47

1	2	3	4	5
2) तोलापी (निरंतर)	81/1	00	03	81
	81/10	00	07	09
	81/11	00	05	62
	81/12	00	00	10
	81/13	00	02	48
	81/2	00	02	76
	81/20	00	00	88
	81/21	00	04	34
	81/22	00	09	38
	81/23	00	01	39
	81/6	00	06	19
	81/7	00	00	49
	81/8	00	03	41
	81/9	00	04	89
	82/10	00	00	10
	82/11	00	00	35
	82/12	00	01	17
	82/18	00	00	61
	82/19	00	04	75
	82/20	00	00	10
	82/21	00	01	49
	82/22	00	04	98
	92/20	00	00	65
	93	00	21	53
	94/10	00	01	61
	94/11	00	04	19
	94/12	00	03	32
	94/13	00	02	32
	94/14	00	00	20
	94/19	00	02	83
	94/4	00	02	96
	94/5	00	02	18
	94/6	00	11	26
	94/7	00	05	46
	94/8	00	00	80
	95/11	00	08	55
	95/12	00	00	17
	95/14	00	00	15
	95/15	00	00	48
	95/16	00	01	04
	95/17	00	02	74
	95/18	00	08	44

1	2	3	4	5
2) तीलापी (मिरतार)	95/23	00	00	70
	95/24	00	02	43
	95/4	00	00	55
	95/5	00	03	66
	95/6	00	06	23
	95/7	00	02	86
	95/8	00	00	10
	97/12	00	00	91
	97/13	00	00	90
	97/14	00	04	56
	97/15	00	06	63
	97/16	00	01	98
	97/17	00	01	04
	97/18	00	00	23
	97/19	00	00	28
	97/20	00	01	43
3) मोड़ल्लावलसा	119/12	00	02	68
	119/13	00	01	02
	119/14	00	02	37
	119/11	00	03	58
	119/16	00	00	15
	119/10	00	06	45
	119/9	00	03	30
	119/8	00	00	10
	119/6	00	06	95
	119/5	00	06	74
	119/7	00	00	13
	119/4	00	09	72
	120/3	00	06	77
	120/1	00	00	81
	120/2	00	10	36
	120/12	00	12	72
	120/13	00	06	88
	120/14	00	00	22
	122/7	00	01	85
	122/6	00	00	22
	122/4	00	02	01
	122/1	00	11	56
	122/2	00	00	58
	121/14	00	00	10
	121/15	00	01	22
	121/16	00	09	38

1	2	3	4	5
3) मोदल्लाबलसा (निरंतर)	121/17	00	12	55
	121/7	00	01	72
	103	00	03	97
	106/1	00	01	36
	106/2	00	29	26
	107/8	00	01	31
	107/1	00	16	11
	107/2	00	03	11
	108/9	00	07	07
	108/8	00	00	93
	97/1	00	13	49
	97/2	00	09	29
	97/3	00	12	78
	97/4	00	00	10
	97/5	00	20	81
	94/1	00	00	79
	94/2	00	06	78
	93	00	05	01
	19/4	00	04	88
	19/5	00	09	64
	19/7	00	07	49
	19/8	00	03	78
	19/9	00	07	29
	19/10	00	01	22
	19/11	00	09	60
	19/12	00	09	08
	19/1	00	00	70
	29/1	00	00	20
	29/6	00	01	24
	20/5	00	10	82
	28/1	00	04	42
	28/2	00	08	43
	28/3	00	01	64
	28/4	00	02	76
	28/5	00	08	33
	28/6	00	01	09
	34/6	00	00	10
	34/1	00	07	89
	35/1	00	00	10
	35/2	00	00	10
	34/2	00	07	27
	27/4	00	06	23

1	2	3	4	5
3) मोर्दासमावलसा (निरंतर)	27/9	00	00	10
	27/5	00	02	34
	27/9	00	01	51
	27/11	00	00	10
	27/12	00	00	70
	27/13	00	08	94
	38/13	00	16	92
	38/10	00	01	44
	38/11	00	00	27
	38/12	00	02	28
	38/14	00	00	64
	38/7	00	00	39
	38/6	00	20	35
	38/5	00	02	44
	38/4	00	12	24
	38/3	00	00	10
	25/4	00	02	38
	25/5	00	06	15
	25/6	00	08	74
	24	00	00	10
	39/1	00	03	12
	39/2	00	00	77
	39/3	00	00	56
	39/7	00	01	47
	39/8	00	00	19
	40	00	09	05
4) बोडापल्ली	198/11	00	03	44
	198/12	00	00	73
	198/13	00	00	89
	198/14	00	00	84
	198/15	00	02	70
	198/16	00	07	18
	198/17	00	00	94
	198/18	00	00	61
	198/20	00	00	10
	198/19	00	00	56
	198/22	00	00	51
	198/1	00	02	25
	199/16	00	00	69
	199/17	00	02	38
	199/18	00	04	19
	199/19	00	00	84

1	2	3	4	5
4) बोडाफली (निरंतर)	199/20	00	03	38
	199/21	00	00	81
	199/22	00	00	82
	199/23	00	00	44
	199/24	00	00	77
	199/26	00	05	45
	199/13	00	00	50
	199/11	00	02	61
	199/10	00	03	06
	199/9	00	02	30
	199/8	00	00	94
	199/7	00	00	10
	200	00	06	87
	245/10	00	00	10
	245/9	00	00	98
	245/8	00	02	64
	245/1	00	01	98
	244/16	00	03	48
	244/15	00	03	76
	244/14	00	04	16
	244/12	00	05	28
	244/9	00	02	35
	244/10	00	01	50
	244/8	00	03	08
	244/1	00	03	10
	244/2	00	00	58
	243/23	00	17	31
	243/22	00	02	24
	243/21	00	03	78
	243/20	00	03	15
	243/17	00	00	72
	243/18	00	03	22
	243/19	00	00	10
	243/11	00	01	83
	243/12	00	04	85
	243/7	00	00	34
	243/8	00	01	60
	243/9	00	01	46
	243/10	00	00	52
	243/4	00	03	27
	243/3	00	03	51
	243/1	00	13	02

1	2	3	4	5
4) बोडाफल्ली (किरंतर)	240/10	00	00	10
	240/9	00	01	73
	240/8	00	02	54
	240/7	00	05	63
	240/2	00	02	10
	240/1	00	04	66
	235	00	24	61
	236/1	00	20	29
	228/1	00	11	06
	228/2	00	13	02
	228/3	00	11	04
	228/4	00	13	58
	253	00	30	71

मंडल/ तेहसिल/ तालुक :आमदालवलसा	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश
1) दुसी	1	01 10 20
	47	00 54 37
	52/17	00 00 63
	52/16	00 14 35
	51/5	00 01 05
	52/19	00 02 60
	52/18	00 08 13
	52/20	00 02 71
	52/15	00 03 95
	51/4	00 07 47
	51/8	00 24 71
	51/2	00 04 82
	51/3	00 07 03
	50	00 13 93
	55/12	00 00 75
	55/15	00 06 44
	56/1	00 04 66
	183/12	00 10 65
	183/16	00 00 28
	183/15	00 07 13
	183/13	00 09 21
	183/14	00 00 42
	184/1	00 01 09
	183/10	00 00 53
	184/2	00 03 22
	184/11	00 06 09
	184/10	00 00 61
	184/4	00 08 77
	184/3	00 04 82

1	2	3	4	5
1) दुसी (निरंतर)	184/5	00	08	94
	185/19	00	01	23
	185/20	00	05	49
	184/8	00	00	23
	185/22	00	01	41
	185/21	00	03	04
	185/13	00	07	72
	185/17	00	01	09
	185/5	00	05	96
	185/9	00	03	55
	185/10	00	03	25
	185/12	00	00	27
	185/11	00	01	76
	185/6	00	00	70
	185/8	00	01	83
	186	00	13	70
	251/8	00	00	10
	251/4	00	03	80
	251/2	00	05	46
	251/1	00	04	91
	228/3	00	02	22
	228/5	00	06	59
	228/4	00	09	82
	228/2	00	07	79
	228/1	00	17	64
	227/11	00	00	70
	227/15	00	11	69
	227/14	00	09	84
	227/6	00	02	02
	229/14	00	00	10
	229/13	00	00	18
	229/12	00	02	19
	229/8	00	11	72
	227/5	00	00	10
	229/7	00	02	61
	229/9	00	01	26
	229/6	00	09	88
	229/1	00	00	34
	229/2	00	04	27
	229/3	00	06	05
	229/5	00	00	10
	233/7	00	00	10

1	2	3	4	5
1) दुसी (निरंतर)	230/9	00	13	03
	230/3	00	01	35
	230/11	00	00	51
	229/4	00	00	10
	230/10	00	03	68
	230/7	00	02	82
	230/6	00	01	91
	230/5	00	10	91
	230/4	00	07	96
	223/20	00	08	28
	223/19	00	01	47
	222/15	00	20	13
	222/14	00	09	13
	221/6	00	04	19
	221/5	00	02	72
	221/4	00	02	56
	221/3	00	02	94
	222/9	00	00	80
	221/2	00	06	20
	221/7	00	00	85
	221/9	00	02	96
	221/10	00	05	29
	221/12	00	04	00
	221/13	00	00	10
	221/15	00	02	32
	221/11	00	03	36
	221/22	00	00	40
	221/19	00	02	08
	221/17	00	03	52
	221/16	00	03	29
	221/18	00	02	91
	220/6	00	04	58
	220/1	00	04	44
	220/2	00	05	70
	215/5	00	09	10
	215/6	00	21	08
	216	00	06	69
	213/14	00	18	25
	213/13	00	10	55
	213/12	00	02	21
	217	00	01	20
	212/1	00	01	02

1	2	3	4	5
1) दुसी (निरंतर)	2 18/4	00	01	49
2) वन्जाली	8/15	00	13	99
	9/1	00	00	10
	8/16	00	02	26
	8/8	00	07	97
	8/17	00	03	23
	9/3	00	00	19
	8/18	00	17	18
	8/19	00	00	19
	6/18	00	01	90
	6/17	00	05	34
	6/19	00	00	27
	8/7	00	03	08
	6/6	00	10	45
	6/7	00	04	62
	6/15	00	02	33
	6/9	00	04	41
	6/8	00	01	22
	6/13	00	00	55
	6/11	00	06	35
	6/12	00	01	37
	6/10	00	02	73
	14/2	00	09	36
	14/4	00	02	36
	14/3	00	00	73
	36/1	00	02	63
	22/6	00	12	37
	36/8	00	00	10
	22/8	00	00	13
	22/7	00	05	89
	22/5	00	01	02
	23/17	00	04	89
	23/16	00	08	55
	23/15	00	02	40
	23/14	00	04	22
	35/7	00	02	76
	35/2	00	18	83
	34/5	00	01	25
	34/1	00	16	24
	32/2	00	02	38
	32/4	00	09	06
	32/1	00	00	31

1	2	3	4	5
2) वज्जानी (निरंतर)	32/3	00	22	59
	32/6	00	11	13
	32/5	00	00	77
	30/21	00	03	01
	30/20	00	00	10
	48/1	00	17	28
	48/2	00	05	61
	54/5	00	01	57
	54/6	00	04	65
	54/7	00	00	20
	54/8	00	03	09
	54/9	00	01	22
	54/13	00	02	86
	54/22	00	00	93
	52/1	00	05	03
	52/2	00	01	55
	52/3	00	04	30
	52/6	00	02	48
	52/7	00	02	82
	52/8	00	11	79
	52/9	00	00	83
	52/12	00	02	88
	52/13	00	00	42
	56/15	00	00	13
	56/16	00	01	86
	56/21	00	05	65
	56/18	00	03	29
	56/19	00	00	87
	56/20	00	00	88
	57/4	00	03	35
	57/5	00	00	29
	56/9	00	00	19
	57/3	00	03	23
	57/6	00	00	90
	57/7	00	04	27
	57/2	00	16	86
	57/8	00	08	43
	57/10	00	00	73
	57/13	00	33	28
	57/12	00	00	21
	58/2	00	01	70
	58/3	00	11	30

1	2	3	4	5
2) वन्जानी (निरंतर)	58/4	00	00	70
	58/5	00	04	52
	58/6	00	06	42
	58/13	00	00	17
	58/14	00	00	11
	58/15	00	19	37
	58/16	00	00	57
	60/1	00	15	48
	60/3	00	00	13
	60/2	00	05	29
3) कनुगुलावलसा	213/13	00	00	40
	213/14	00	03	53
	213/15	00	11	08
	216/27	00	07	45
	216/26	00	11	31
	216/25	00	01	32
	216/24	00	08	13
	216/29	00	00	88
	216/23	00	04	93
	216/22	00	04	11
	216/21	00	02	13
	216/20	00	00	13
	216/19	00	23	39
	216/18	00	02	54
	216/32	00	05	38

[फा. सं. एल-14014/33/2010-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1451.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein:

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Ponduru		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Dharampura	108/8	00	16	84	
	108/9	00	15	68	
	108/10	00	04	39	
	108/16	00	02	11	
	108/15	00	02	88	
	108/14	00	02	62	
	108/13	00	04	77	
	108/12	00	01	73	
	108/11	00	01	18	
	108/17	00	00	84	
	108/18	00	00	27	
	107/22	00	02	41	
	107/18	00	00	13	
	107/21	00	13	98	
	107/20	00	01	90	
	110/12	00	06	93	
	110/11	00	02	23	
	110/10	00	03	27	
	110/9	00	03	17	
	110/8	00	01	13	
	110/7	00	00	14	
	110/6	00	10	51	
	110/5	00	08	24	
	110/13	00	01	26	
	110/1	00	00	10	
	110/2	00	08	87	
	110/3	00	13	70	
	114/13	00	00	13	
	114/14	00	05	98	
	114/15	00	14	46	
	115/15	00	00	50	
	115/6	00	00	10	
	115/5	00	05	83	
	115/7	00	03	44	
	115/8	00	00	37	
	115/9	00	00	10	
	115/4	00	02	31	

1	2	3	4	5
1) Dharampura (Contd)	115/3	00	08	60
	115/2	00	02	03
	124/5	00	00	10
	124/2	00	08	50
	124/1	00	01	88
	124/4	00	11	10
	124/6	00	00	53
	124/3	00	04	12
	125/9	00	00	10
	125/10	00	05	75
	125/8	00	16	61
	125/7	00	04	90
	125/5	00	00	42
	125/3	00	04	21
	125/4	00	20	78
	126/13	00	03	58
	126/15	00	07	52
	126/14	00	05	56
	126/5	00	02	43
	127/17	00	08	65
	127/16	00	00	10
	127/18	00	13	20
	127/19	00	06	21
	127/15	00	07	64
	127/12	00	06	40
	127/14	00	07	44
	127/13	00	08	18
	127/4	00	00	48
	127/5	00	10	47
	127/10	00	02	18
	127/6	00	03	85
	127/7	00	01	72
	128	00	02	52
	134/15	00	00	49
	134/12	00	03	22
	134/11	00	07	58
	141/27	00	00	28
	186/17	00	00	36
	187/12	00	07	62
	187/14	00	00	93
	187/13	00	07	61
	187/15	00	08	28

1	2	3	4	5
1) Dharampura (Contd)	187/17	00	02	93
	187/18	00	03	75
	189/1	00	07	82
	189/2	00	05	07
	189/3	00	04	46
	189/22	00	02	83
	189/4	00	04	08
	189/23	00	00	10
	189/21	00	13	05
	189/19	00	01	27
	189/18	00	05	11
	189/17	00	04	72
	189/16	00	00	10
	189/10	00	05	03
	189/14	00	07	84
	189/11	00	09	05
	189/12	00	00	47
	190/9	00	10	96
	190/8	00	01	06
	190/7	00	03	03
	190/6	00	03	82
	190/5	00	02	99
	190/4	00	00	66
	190/1	00	02	44
	190/3	00	12	46
	190/2	00	03	25
	190/12	00	08	49
	190/13	00	00	75
2) Tolapi	192/19	00	02	97
	30	00	00	26
	78	00	00	22
	79	00	16	53
	101	00	00	10
	155/2	00	00	68
	155/3	00	09	48
	156/1	00	02	26
	156/14	00	03	05
	156/15	00	02	78
	156/16	00	03	87
	156/17	00	03	82
	156/18	00	02	33
	156/19	00	01	50

I	2	3	4	5
2) Tolapi (Contd)	156/20	00	01	45
	156/22	00	00	10
	156/3	00	00	57
	156/4	00	05	87
	156/5	00	03	20
	157/21	00	01	06
	157/22	00	02	95
	157/24	00	00	73
	157/25	00	05	34
	157/26	00	06	05
	157/27	00	09	17
	157/29	00	07	12
	157/30	00	02	15
	16/12	00	00	31
	160/18	00	01	80
	160/19	00	02	47
	160/20	00	04	18
	160/8	00	00	18
	161/10	00	00	10
	161/16	00	00	10
	161/17	00	03	09
	161/18	00	05	78
	161/2	00	00	23
	161/3	00	02	69
	161/4	00	07	67
	161/5	00	04	59
	161/6	00	08	37
	161/7	00	01	14
	161/8	00	03	50
	161/9	00	05	56
	162/1	00	10	54
	162/10	00	00	73
	162/2	00	05	19
	162/3	00	00	57
	163/6	00	13	74
	163/8	00	29	43
	163/9	00	00	93
	164/15	00	02	69
	164/16	00	03	23
	164/17	00	20	27
	164/5	00	12	16
	164/6	00	02	18

1	2	3	4	5
2) Tolapi (Contd)	164/7	00	10	51
	170/1	00	01	98
	170/11	00	10	16
	170/2	00	00	47
	170/5	00	19	45
	170/6	00	00	43
	170/7	00	00	10
	170/8	00	07	35
	170/9	00	02	82
	171/10	00	25	65
	171/11	00	00	80
	171/12	00	00	10
	171/16	00	17	66
	185/3	00	06	68
	185/4	00	00	86
	185/5	00	11	67
	185/6	00	04	96
	185/7	00	01	09
	185/8	00	06	62
	185/9	00	12	85
	186/17	00	04	61
	186/18	00	00	10
	186/19	00	03	06
	186/20	00	04	68
	186/21	00	01	21
	186/22	00	06	02
	187/1	00	18	77
	187/11	00	08	69
	187/2	00	00	79
	187/3	00	00	62
	187/4	00	00	17
	188/1	00	01	13
	188/10	00	01	32
	188/11	00	13	57
	188/12	00	05	22
	188/13	00	00	10
	188/14	00	01	95
	188/15	00	03	79
	188/2	00	10	59
	188/20	00	03	24
	188/8	00	17	24
	188/9	00	00	12

1	2	3	4	5
2) Tolapi (Contd)	192/1	00	01	93
	192/17	00	03	80
	192/18	00	11	44
	192/2	00	06	04
	192/3	00	06	50
	192/4	00	08	24
	192/5	00	04	60
	33/3	00	31	67
	34/2	00	14	05
	34/3	00	00	91
	34/4	00	10	86
	34/5	00	02	86
	34/6	00	02	04
	36/1	00	02	35
	36/10	00	04	22
	36/11	00	06	66
	36/14	00	06	77
	36/15	00	07	57
	36/5	00	00	25
	36/6	00	07	82
	36/7	00	15	43
	36/8	00	03	63
	36/9	00	00	10
	37/1	00	00	87
	38	00	37	39
	39/10	00	02	72
	39/13	00	06	94
	39/14	00	06	17
	39/15	00	01	06
	39/17	00	00	10
	39/18	00	01	59
	39/7	00	00	27
	69/13	00	06	05
	69/12	00	00	30
	69/14	00	05	03
	69/15	00	05	16
	69/16	00	03	99
	69/20	00	05	44
	69/5	00	00	17
	70/1	00	09	93
	70/9	00	03	73
	80/2	00	24	47

1	2	3	4	5
2) Tolapi (Contd)	81/1	00	03	81
	81/10	00	07	09
	81/11	00	05	62
	81/12	00	00	10
	81/13	00	02	48
	81/2	00	02	76
	81/20	00	00	88
	81/21	00	04	34
	81/22	00	09	38
	81/23	00	01	39
	81/6	00	06	19
	81/7	00	00	49
	81/8	00	03	41
	81/9	00	04	89
	82/10	00	00	10
	82/11	00	00	35
	82/12	00	01	17
	82/18	00	00	61
	82/19	00	04	75
	82/20	00	00	10
	82/21	00	01	49
	82/22	00	04	98
	92/20	00	00	65
	93	00	21	53
	94/10	00	01	61
	94/11	00	04	19
	94/12	00	03	32
	94/13	00	02	32
	94/14	00	00	20
	94/19	00	02	83
	94/4	00	02	96
	94/5	00	02	18
	94/6	00	11	26
	94/7	00	05	46
	94/8	00	00	80
	95/11	00	08	55
	95/12	00	00	17
	95/14	00	00	15
	95/15	00	00	48
	95/16	00	01	04
	95/17	00	02	74
	95/18	00	08	44

1	2	3	4	5
2) Tolapi (Contd)	95/23	00	00	70
	95/24	00	02	43
	95/4	00	00	55
	95/5	00	03	66
	95/6	00	06	23
	95/7	00	02	86
	95/8	00	00	10
	97/12	00	00	91
	97/13	00	00	90
	97/14	00	04	56
	97/15	00	06	63
	97/16	00	01	98
	97/17	00	01	04
	97/18	00	00	23
	97/19	00	00	28
	97/20	00	01	43
3) Modallavalasa	119/12	00	02	68
	119/13	00	01	02
	119/14	00	02	37
	119/11	00	03	58
	119/16	00	00	15
	119/10	00	06	45
	119/9	00	03	30
	119/8	00	00	10
	119/6	00	06	95
	119/5	00	06	74
	119/7	00	00	13
	119/4	00	09	72
	120/3	00	06	77
	120/1	00	00	81
	120/2	00	10	36
	120/12	00	12	72
	120/13	00	06	88
	120/14	00	00	22
	122/7	00	01	85
	122/6	00	00	22
	122/4	00	02	01
	122/1	00	11	56
	122/2	00	00	58
	121/14	00	00	10
	121/15	00	01	22
	121/16	00	09	38

1	2	3	4	5
3) Modallavalasa (Contd)	121/17	00	12	55
	121/7	00	01	72
	103	00	03	97
	106/1	00	01	36
	106/2	00	29	26
	107/8	00	01	31
	107/1	00	16	11
	107/2	00	03	11
	108/9	00	07	07
	108/8	00	00	93
	97/1	00	13	49
	97/2	00	09	29
	97/3	00	12	78
	97/4	00	00	10
	97/5	00	20	81
	94/1	00	00	79
	94/2	00	06	78
	93	00	05	01
	19/4	00	04	88
	19/5	00	09	64
	19/7	00	07	49
	19/8	00	03	78
	19/9	00	07	29
	19/10	00	01	22
	19/11	00	09	60
	19/12	00	09	08
	19/1	00	00	70
	29/1	00	00	20
	29/6	00	01	24
	20/5	00	10	82
	28/1	00	04	42
	28/2	00	08	43
	28/3	00	01	64
	28/4	00	02	76
	28/5	00	08	33
	28/6	00	01	09
	34/6	00	00	10
	34/1	00	07	89
	35/1	00	00	10
	35/2	00	00	10
	34/2	00	07	27
	27/4	00	06	23

1	2	3	4	5
3) Modallavalasa (Contd)	27/3	00	00	10
	27/6	00	02	34
	27/9	00	01	51
	27/11	00	00	10
	27/12	00	00	70
	27/13	00	08	94
	38/13	00	16	92
	38/10	00	01	44
	38/11	00	00	27
	38/12	00	02	28
	38/14	00	00	64
	38/7	00	00	39
	38/6	00	20	35
	38/5	00	02	44
	38/4	00	12	24
	38/3	00	00	10
	25/4	00	02	38
	25/5	00	06	10
	25/6	00	08	74
	24	00	00	10
	39/1	00	03	12
	39/2	00	00	77
	39/3	00	00	56
	39/7	00	01	47
	39/8	00	00	19
	40	00	09	05
4) Boddapalli	198/11	00	03	44
	198/12	00	00	73
	198/13	00	00	89
	198/14	00	00	84
	198/15	00	02	70
	198/16	00	07	18
	198/17	00	00	94
	198/18	00	00	61
	198/20	00	00	10
	198/19	00	00	56
	198/22	00	00	51
	198/1	00	02	25
	199/16	00	00	69
	199/17	00	02	36
	199/18	00	04	19
	199/19	00	00	84

1	2	3	4	5
4) Boddapalli (Contd)	199/20	00	03	33
	199/21	00	00	81
	199/22	00	00	82
	199/23	00	00	44
	199/24	00	00	77
	199/26	00	05	45
	199/13	00	00	50
	199/11	00	02	61
	199/10	00	03	06
	199/9	00	02	30
	199/8	00	00	94
	199/7	00	00	10
	200	00	06	87
	245/10	00	00	10
	245/9	00	00	98
	245/8	00	02	64
	245/1	00	01	98
	244/16	00	03	48
	244/15	00	03	76
	244/14	00	04	16
	244/12	00	05	28
	244/9	00	02	35
	244/10	00	01	50
	244/8	00	03	08
	244/1	00	03	10
	244/2	00	00	58
	243/23	00	17	31
	243/22	00	02	24
	243/21	00	03	78
	243/20	00	03	15
	243/17	00	00	72
	243/18	00	03	22
	243/19	00	00	10
	243/11	00	01	83
	243/12	00	04	85
	243/7	00	00	34
	243/8	00	01	60
	243/9	00	01	46
	243/10	00	00	52
	243/4	00	03	27
	243/3	00	03	51
	243/1	00	13	02

1	2	3	4	5
4) Boddapalli (Contd)	240/10	00	00	10
	240/9	00	01	73
	240/8	00	02	54
	240/7	00	05	63
	240/2	00	02	10
	240/1	00	04	66
	235	00	24	61
	236/1	00	20	29
	228/1	00	11	06
	228/2	00	13	02
	228/3	00	11	04
	228/4	00	13	58
	253	00	30	71

Mandal/Tehsil/Taluk:Amadalavalasa		District:Srikakulam		State:ANDHRA PRADESH	
1) Dusi	1	01	10	20	
	47	00	54	37	
	52/17	00	00	63	
	52/16	00	14	35	
	51/5	00	01	05	
	52/19	00	02	60	
	52/18	00	08	13	
	52/20	00	02	71	
	52/15	00	03	95	
	51/4	00	07	47	
	51/8	00	24	71	
	51/2	00	04	82	
	51/3	00	07	03	
	50	00	13	93	
	55/12	00	00	75	
	55/15	00	06	44	
	56/1	00	04	66	
	183/12	00	10	65	
	183/16	00	00	28	
	183/15	00	07	13	
	183/13	00	09	21	
	183/14	00	00	42	
	184/1	00	01	09	
	183/10	00	00	53	
	184/2	00	03	22	
	184/11	00	06	09	
	184/10	00	00	61	
	184/4	00	08	77	
	184/3	00	04	82	

1	2	3	4	5
1) Dusi (Contd)	184/5	00	08	94
	185/19	00	01	23
	185/20	00	05	49
	184/8	00	00	23
	185/22	00	01	41
	185/21	00	03	04
	185/13	00	07	72
	185/17	00	01	09
	185/5	00	05	96
	185/9	00	03	55
	185/10	00	03	25
	185/12	00	00	27
	185/11	00	01	76
	185/6	00	00	70
	185/8	00	01	83
	186	00	13	70
	251/8	00	00	10
	251/4	00	03	80
	251/2	00	05	46
	251/1	00	04	91
	228/3	00	02	22
	228/5	00	06	59
	228/4	00	09	82
	228/2	00	07	79
	228/1	00	17	64
	227/11	00	00	70
	227/15	00	11	69
	227/14	00	09	84
	227/6	00	02	02
	229/14	00	00	10
	229/13	00	00	18
	229/12	00	02	19
	229/8	00	11	72
	227/5	00	00	10
	229/7	00	02	61
	229/9	00	01	26
	229/6	00	09	88
	229/1	00	00	34
	229/2	00	04	27
	229/3	00	06	05
	229/5	00	00	10
	233/7	00	00	10

1	2	3	4	5
1) Dusi (Contd)	230/9	00	13	03
	230/3	00	01	85
	230/11	00	00	51
	229/4	00	00	10
	230/10	00	03	68
	230/7	00	02	82
	230/6	00	01	91
	230/5	00	10	91
	230/4	00	07	96
	223/20	00	08	28
	223/19	00	01	47
	222/15	00	20	13
	222/14	00	09	13
	221/6	00	04	19
	221/5	00	02	72
	221/4	00	02	56
	221/3	00	02	94
	222/9	00	00	80
	221/2	00	06	20
	221/7	00	00	85
	221/9	00	02	96
	221/10	00	05	29
	221/12	00	04	00
	221/13	00	00	10
	221/15	00	02	32
	221/11	00	03	36
	221/22	00	00	40
	221/19	00	02	08
	221/17	00	03	52
	221/16	00	03	29
	221/18	00	02	91
	220/6	00	04	58
	220/1	00	04	44
	220/2	00	05	70
	215/5	00	09	10
	215/6	00	21	08
	216	00	06	69
	213/14	00	18	25
	213/13	00	10	55
	213/12	00	02	21
	217	00	01	20
	212/1	00	01	02

1	2	3	4	5
1) Dusi (Contd)	218/4	00	01	49
2) Vanjangi	8/15	00	13	99
	9/1	00	00	10
	8/16	00	02	26
	8/8	00	07	97
	8/17	00	03	23
	9/3	00	00	19
	8/18	00	17	18
	8/19	00	00	19
	6/18	00	01	90
	6/17	00	05	34
	6/19	00	00	27
	8/7	00	03	08
	6/6	00	10	45
	6/7	00	04	62
	6/15	00	02	33
	6/9	00	04	41
	6/8	00	01	22
	6/13	00	00	55
	6/11	00	06	35
	6/12	00	01	37
	6/10	00	02	73
	14/2	00	09	36
	14/4	00	02	36
	14/3	00	00	73
	36/1	00	02	63
	22/6	00	12	37
	36/8	00	00	10
	22/8	00	00	13
	22/7	00	05	89
	22/5	00	01	02
	23/17	00	04	89
	23/16	00	08	55
	23/15	00	02	40
	23/14	00	04	22
	35/7	00	02	76
	35/2	00	18	83
	34/5	00	01	25
	34/1	00	16	24
	32/2	00	02	38
	32/4	00	09	06
	32/1	00	00	31

1	2	3	4	5
2) Vanjangi (Contd)	32/3	00	22	59
	32/6	00	11	13
	32/5	00	00	77
	30/21	00	03	01
	30/20	00	00	10
	48/1	00	17	28
	48/2	00	05	61
	54/5	00	01	57
	54/6	00	04	65
	54/7	00	00	20
	54/8	00	03	09
	54/9	00	01	22
	54/13	00	02	86
	54/22	00	00	93
	52/1	00	05	03
	52/2	00	01	55
	52/3	00	04	30
	52/6	00	02	48
	52/7	00	02	82
	52/8	00	11	79
	52/9	00	00	83
	52/12	00	02	88
	52/13	00	00	42
	56/15	00	00	13
	56/16	00	01	86
	56/21	00	05	65
	56/18	00	03	29
	56/19	00	00	87
	56/20	00	00	88
	57/4	00	03	35
	57/5	00	00	29
	56/9	00	00	19
	57/3	00	03	23
	57/6	00	00	90
	57/7	00	04	27
	57/2	00	16	86
	57/8	00	08	43
	57/10	00	00	73
	57/13	00	33	28
	57/12	00	00	21
	58/2	00	01	70
	58/3	00	11	30

1	2	3	4	5
2) Vanjangi (Contd)	58/4	00	00	70
	58/5	00	04	52
	58/6	00	06	42
	58/13	00	00	17
	58/14	00	00	11
	58/15	00	19	37
	58/16	00	00	57
	60/1	00	15	48
	60/3	00	00	13
	60/2	00	05	29
3) Kanugulavalasa	213/13	00	00	40
	213/14	00	03	53
	213/15	00	11	08
	216/27	00	07	45
	216/26	00	11	31
	216/25	00	01	32
	216/24	00	08	13
	216/29	00	00	88
	216/23	00	04	93
	216/22	00	04	11
	216/21	00	02	13
	216/20	00	00	13
	216/19	00	23	39
	216/18	00	02	54
	216/32	00	05	38

[F. No. L-14014/33/2010-G.P.]
SNEH P.MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1452.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविमुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : आमदालवलसा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) अक्किवलसा	266/16ए	00	02	64
	266/16बी	00	05	09
	266/17ए	00	02	05
	266/17बी	00	00	53
	266/15सी	00	02	61
	266/14डी	00	07	03
	266/13	00	04	23
	266/12	00	00	14
	266/11ए	00	03	95
	266/11बी	00	08	14
	266/10सी	00	04	56
	266/9सी	00	00	52
	271/3	00	10	23
	271/1	00	14	95
	271/2	00	01	67
	270/8	00	14	76
	270/7	00	01	86
	270/9	00	09	98
	270/10	00	07	73
	270/5	00	00	65
	270/11	00	05	98
	270/20	00	04	74
	270/19	00	03	57
	270/18	00	06	88
	270/17	00	04	11
	276	00	04	88
	310/5	00	10	10
	310/4	00	11	85
	310/3बी	00	01	24
	310/3ए	00	09	88
	310/12ए	00	05	77
	310/13ए	00	00	28
	309/24	00	06	32
	306/7बी	00	12	34
	306/7ए	00	00	45
	306/8	00	10	93
	306/17	00	00	24

1	2	3	4	5
1) अविचलता (निरंतर)	306/9सी	00	03	44
	306/9वी	00	00	10
	306/16ए	00	06	23
	306/16वी	00	01	60
	306/14	00	05	91
	306/13	00	05	00
	306/12	00	05	78
	306/11डी	00	03	53
	306/11ई	00	05	66
	305/11	00	10	53
	305/9	00	01	17
	305/8	00	18	45
	304/15	00	08	15
	304/14	00	06	41
	304/13	00	03	12
	304/12	00	04	42

मंडल/ तेहसिल/ तालुक :श्रीकाकुलम	जिला :श्रीकाकुलम	राज्य :आन्ध्र प्रदेश		
1) चिन्ताडा	115/13	00	07	88
	115/12	00	07	23
	115/1	00	00	50
	115/11	00	00	26
	115/3	00	28	87
	115/4	00	00	10
	104/23	00	06	01
	104/21	00	03	08
	104/22	00	03	13
	104/20	00	00	20
	105/16	00	08	95
	105/14	00	03	47
	105/15	00	01	94
	105/13	00	02	29
	105/10	00	01	34
	105/9	00	05	49
	105/8	00	04	40
	106/17	00	00	60
	106/16	00	02	37
	106/15	00	04	57
	106/14	00	06	16
	106/3	00	00	15
	106/4	00	00	47
	106/5	00	01	10

1	2	3	4	5
1) चिन्ताडा (निरंतर)	106/13	00	02	75
	106/12	00	02	17
	106/11	00	02	18
	106/6	00	02	48
	106/7	00	03	73
	106/8	00	02	23
	106/9	00	03	06
	106/10	00	03	16
	108/1	00	02	72
	108/2	00	00	10
	108/3	00	15	79
	108/8	00	03	71
	108/9	00	03	34
	108/10	00	01	07
	108/13	00	00	94
	108/11	00	04	80
	108/12	00	02	56
	108/16	00	00	71
	108/17	00	00	86
	108/18	00	02	02
	107	00	37	40
	128	00	04	98
	151/3	00	06	33
	151/4	00	02	59
	151/2	00	00	64
	151/6	00	31	97
	151/1	00	02	57
	151/7	00	00	25
	151/8	00	04	14
	151/9	00	05	04
	151/10	00	00	66
	151/11	00	00	18
	150	00	05	41
	169/18	00	12	14
	169/17	00	04	26
	169/16	00	01	20
	169/15	00	00	10
	169/13	00	00	10
	168/9	00	17	73
	168/1	00	00	57

1	2	3	4	5
1) चिन्ताड़ा (निरंतर)	168/2	00	01	41
	168/5	00	00	10
	168/4	00	07	10
	168/3	00	07	05
	168/14	00	03	42
	168/15	00	02	14
	168/16	00	01	45
	168/20	00	00	10
	170/16	00	00	84
	170/17	00	02	42
	170/18	00	04	07
	170/15	00	04	76
	170/19	00	08	13
	171/1	00	01	77
	171/3	00	00	78
	171/2	00	03	29
	171/10	00	00	82
	171/11	00	00	10
	172/2	00	00	60
	172/18	00	06	25
	172/19	00	17	32
	172/20	00	02	61
	172/17	00	04	27
	172/16	00	00	13
	174/1	00	05	11
	173/18	00	04	17
	173/19	00	12	50
	173/16	00	00	44
	173/15	00	02	37
	175/19	00	04	71
	175/18	00	04	06
	175/17	00	02	17
	175/4	00	05	18
	175/5	00	04	42
	175/6	00	06	55
	175/16	00	01	17
	175/13	00	05	95
	175/12	00	04	69
	175/11	00	01	26
	175/14	00	05	51

1	2	3	4	5
1) चिन्ताडा (निरंतर)	175/10	00	03	47
	266/2	00	16	58
	266/3	00	00	10
	266/1	00	01	77
	265/12	00	01	55
	265/15	00	05	95
	265/14	00	04	15
	265/13	00	00	42
	265/16	00	06	63
	265/17	00	03	84
	265/18	00	02	73
	265/10	00	03	27
	265/19	00	08	03
	265/9	00	05	67
	265/7	00	00	90
	265/8	00	04	55
	265/5	00	05	62
	265/4	00	03	15
	265/3	00	01	72
	265/1	00	00	10
	261/1	00	15	72
	261/2	00	00	39
	261/3	00	00	10
	262/2	00	00	10
	262/3	00	07	54
	262/4	00	01	30
	262/5	00	07	08
	262/7	00	06	74
	260/2	00	02	66
	260/1	00	11	28
	260/3	00	23	66
	260/4	00	05	14
	225	00	06	25
	230/24	00	07	44
	230/12	00	00	24
	230/14	00	00	49
	230/15	00	00	10
	230/25	00	11	21
	230/26	00	02	57
	230/27	00	06	58

1	2	3	4	5
1) चिन्ताडा (निरंतर)	230/23	00	03	68
	230/22	00	05	32
	230/21	00	00	48
	230/20	00	05	64
	230/17	00	00	16
	230/18	00	41	70
	231/10	00	06	99
	231/9	00	06	61
	231/8	00	01	52
	231/13	00	05	36
	231/7	00	05	50
	231/4	00	00	83
	231/5	00	04	53
	231/6	00	19	97
	231/15	00	04	41
	231/1	00	01	77
	232/1	00	01	86
	234	00	02	66
	232/2	00	04	10
	233/15	00	00	10
	233/14	00	11	63
	233/13	00	03	74
	233/12	00	03	76
	233/11	00	03	14
	233/10	00	03	01
	233/18	00	00	11
	233/19	00	00	44
	233/20	00	00	98
	233/1	00	01	36
	233/9	00	11	29
	233/8	00	11	82
	233/2	00	05	51
	233/3	00	06	54
	237/15	00	05	66
	237/16	00	00	94
	237/14	00	06	50
	237/9	00	04	33
	237/10	00	02	04
	237/8	00	05	57
	237/7	00	06	40

1	2	3	4	5
1) चिन्ताडा (चिरंतर)	237/6	00	07	91
	237/5	00	02	22
	237/4	00	06	87
	237/3	00	09	67
	237/2	00	00	10
2) भैरवनीपेटा	4/2	00	07	22
	4/1	00	07	56
	3/8	00	14	79
	3/9	00	03	83
	3/7	00	13	32
	3/6	00	07	02
	3/5	00	00	10
	3/4	00	08	00
	3/3	00	04	17
	3/2	00	04	34
	3/1	00	04	41
	1/6	00	05	83
	1/5	00	07	57
	1/4	00	15	05
	1/2	00	03	82
	1/3	00	11	93
3) कासीमवलसा	79/7	00	06	99
	79/6	00	05	81
	79/8	00	11	05
	79/22	00	02	90
	79/21	00	02	14
	79/20	00	01	25
	79/18	00	01	30
	79/17	00	01	04
	79/16	00	00	90
	79/15	00	00	77
	79/12	00	01	94
	79/4	00	02	34
	79/3	00	04	70
	79/2	00	07	84
	79/9	00	02	43
	79/10	00	05	11
	81/7	00	01	65
	81/1	00	00	51
	81/2	00	15	50

1	2	3	4	5
3) कासीमक्लसा (निरंतर)	82	00	04	16
	83/4	00	02	58
	83/7	00	14	45
	83/5	00	00	25
	83/6	00	09	76
	83/9	00	00	17
	83/11	00	01	52
	89/8	00	00	10
	89/20	00	02	95
	89/21	00	03	38
	89/22	00	01	86
	89/19	00	04	55
	89/18	00	01	68
	89/17	00	03	98
	89/16	00	08	06
	89/15	00	00	64
	89/14	00	00	18
	87/11	00	06	48
	87/9	00	04	88
	87/8	00	04	30
	87/3	00	00	49
	87/7	00	13	08
	87/4	00	01	41
	87/5	00	03	20
	87/6	00	02	16
	86/9	00	00	12
	86/16	00	01	77
	86/17	00	02	38
	86/15	00	02	54
	86/14	00	06	40
	86/11	00	00	61
	86/12	00	00	33
	86/13	00	04	08
	106/3	00	03	00
	106/1	00	04	80
	104/9	00	02	04
	104/8	00	02	06
	104/7	00	01	16
	104/6	00	00	90
	104/12	00	01	08

1	2	3	4	5
3) कासीमवलसा (निरंतर)	104/13	00	02	39
	104/5	00	14	02
	103/5	00	01	15
	103/7	00	00	27
	103/6	00	10	38
	103/9	00	10	60
	103/10	00	00	43
	103/1	00	11	35
	103/2	00	07	55
	101/3	00	00	10
	101/7	00	02	27
	101/8	00	06	53
	101/9	00	29	85
4) बत्तेरु	3/1	00	29	29
	1	00	51	38
5) पोन्नम	117	00	69	81
	118	00	01	63
	289/1	00	04	11
	288/3	00	16	23
	288/4	00	10	63
	288/5	00	01	13
	288/6	00	07	88
	288/8	00	03	00
	288/9	00	01	69
	288/15	00	00	12
	288/7	00	01	61
	288/10	00	04	91
	288/14	00	19	65
	288/16	00	06	67
	288/17	00	05	92
	288/13	00	00	91
	291/1	00	05	04
	291/2	00	06	50
	291/3	00	00	49
	283/1	00	06	71
	283/2	00	07	42
	283/6	00	01	07
	283/5	00	02	62
	283/7	00	00	40
	283/4	00	12	55

1	2	3	4	5
5) पोन्म (निरंतर)	283/8	00	07	87
	283/3	00	00	55
	283/9	00	12	82
	282	00	00	10
	284	00	04	48
	285/7	00	02	62
	281	00	17	86
	277/5	00	23	54
	277/1	00	13	41
	276/4	00	00	56
	276/1	00	07	65
	276/2	00	02	67
	276/3	00	01	34
	275/2	00	01	98
	275/1	00	01	27
	268/4वी	00	11	04
	269/1वी	00	23	76
	269/2वी	00	01	03
	269/1ए	00	04	77
	268/1ए	00	04	77
	308	00	08	17
	310/2	00	02	69
	309/1वी	00	02	31
	310/6	00	00	57
	309/1ए	00	36	30
	323	00	23	05
	322/12	00	05	28
	321/13	00	06	99
	322/11	00	00	15
	322/8	00	03	23
	322/7	00	03	44
	322/3	00	00	21
	322/4	00	00	82
	322/5	00	02	15
	322/6	00	03	17
	322/9	00	00	17

मंडल/ तेहसिल/ तालुक : नरसन्नापेटा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश
1) लुकूलाम	गाँव के सीमा और सर्वे न. 438 के बीच में	01 25 79
	438	00 50 50
	439	00 09 98
	440	01 39 87

1	2	3	4	5
1) लुकूलाय (निरंतर)	204/13	00	00	10
	205/1	00	13	50
	205/2	00	33	03
	195/7	00	05	20
	195/8	00	07	21
	207/1	00	00	60
	207/2	00	00	19
	192/1	00	01	85
	192/2	00	14	72
	192/3	00	08	93
	192/4	00	12	34
	190	00	02	47
	186/1	00	12	96
	186/2	00	12	65
	486/3	00	00	15
	187/1	00	14	01
	187/2	00	09	78
	189	00	25	29
	45/6ए	00	11	14
	45/6बी	00	16	26
	46/10	00	07	46
	46/11	00	10	90
	47/1	00	11	77
	47/2	00	00	10
	47/6ए	00	01	15
	54/1बी	00	03	37
	54/2ए	00	00	10
	54/2बी	00	07	05
	54/3बी	00	14	17
	54/4	00	00	39
	54/5	00	07	34
	53/1	00	09	19
	53/2	00	07	73
	53/3ए	00	06	57
	52/1ए	00	00	10
	52/1बी	00	08	50
	52/3	00	09	24
	58/1	00	26	07
	58/2	00	03	78
	51/1	00	13	81

1	2	3	4	5
1) लुक्काम (निरंतर)	75/2	00	00	71
	75/3	00	01	50
	75/4	00	14	61
	75/5	00	03	99
	75/7	00	12	50
	75/8	00	03	56
	75/9	00	07	33
	74/2	00	17	40
	74/7	00	23	04
	72/8	00	05	67
	72/10	00	10	71
	71/6	00	01	42
	71/7	00	03	25
	71/8	00	04	70
	80	00	06	41
	81/2	00	07	37
	81/4	00	02	70
	81/5	00	06	40
	84	00	02	00
	95/4	00	07	59
	96/1	00	00	30
	95/5	00	00	78
	95/6	00	13	04
	95/7	00	01	90
	95/8	00	09	29
	95/9	00	01	09
	95/10	00	06	13
	95/12	00	02	88
	95/13	00	00	56
	94/2	00	00	19
	92/1	00	09	36
	92/2	00	18	43
	92/3	00	24	71
	86/22	00	00	85
	91/3ए	00	00	16
	91/3बी	00	02	12
	91/4	00	15	31
	91/5	00	02	19
	91/6	00	05	62
	91/7	00	07	01

1	2	3	4	5
1) लुकूलाम (निरंतर)	91/8	00	01	13
	91/9	00	05	82
	91/10	00	09	12
	91/11	00	00	10
	91/12	00	00	75
	91/13	00	04	26
	90/1ए	00	02	97
	89/9	00	02	64
	89/10	00	23	82
	89/11/वी	00	01	09
	89/22ए	00	02	71
	89/22वी	00	06	58
	89/23	00	08	21
	89/24	00	06	02
	89/25/ए	00	01	63
	102/1	00	11	66
	102/2	00	01	44
	102/4	00	03	70
	102/5	00	06	77
	102/6	00	04	56
	102/7	00	02	71
	102/9	00	09	05
	102/10	00	00	11
	102/12	00	05	46
	103/1	00	01	58
2) नदागम	204/10	00	02	43
	204/9	00	14	39
	205	00	00	97
	206/2	00	29	75
	206/1	00	14	57
	207/3	00	18	28
	207/2	00	08	89
	207/1	00	05	94
	208/5	00	02	07
	208/2	00	00	10
	218	00	12	74
	219	00	18	62
	220	00	22	17
	221/1	00	13	88
	221/2	00	12	78

1	2	3	4	5
2) नद्दागम (निरंतर)	2 2 2	00	12	34
	2 2 4	00	63	65
	2 2 5	00	00	23
	2 2 6/2	00	09	71
	130/6	00	05	54
	129/5	00	16	61
	129/6	00	12	38
	129/7	00	10	68
	129/4	00	00	66
	128/2	00	01	34
	129/3	00	02	53
	128/1	00	02	63
	128/3	00	20	14
	119	00	14	24
	127/6	00	01	96
	127/5	00	00	32
	120/12	00	05	59
	120/13	00	00	10
	120/10	00	00	10
	120/9	00	00	46
	120/14	00	12	55
	120/15	00	05	69
	120/16	00	06	65
	117/1	00	12	65
	117/2	00	05	32
	117/4	00	00	09
	116/7	00	05	51
	116/10	00	05	02
	116/11	00	05	70
	116/12	00	05	82
	116/13	00	05	67
	115/3	00	03	29
	115/2	00	05	13
	115/4	00	05	71
	115/10	00	05	87
	115/9	00	03	90
	111/2	00	06	30
	110/1	00	12	48
	110/2	00	08	93
	110/4	00	08	32

1	2	3	4	5
2) नदागम (निरंतर)	105/1	00	29	45
	105/2	00	00	28
	94	00	01	91
	95	00	02	14
	83/1	00	31	77
	83/4	00	10	42
	83/3	00	00	54
	83/8	00	11	89
	83/6	00	00	10
	83/7	00	02	18
	82/1	00	29	40
	82/2	00	01	09
	81	00	00	16
	82/3	00	00	10
3) तोटाडा	16/1	00	01	21
	16/2	00	25	78
	16/3	00	02	32
	22/5	00	13	17
	15/16	00	06	13
	15/17	00	02	78
	15/20	00	03	49
	13	00	42	15
4) तालगावलसा	74	00	02	27
	67/3	00	13	40
	67/2	00	11	70
	67/1	00	04	04
	68/6	00	11	97
	64	00	11	04
	68/10	00	11	99
	60/7	00	08	88
	60/6	00	03	87
	60/5	00	03	56
	60/4	00	03	10
	60/1	00	02	47
	59/9	00	13	20
	59/7	00	02	89
	59/4	00	01	92
	59/3	00	01	12
	58/4	00	00	10
	58/3	00	00	96

1	2	3	4	5
4) तालगावला (निरंतर)	58/2	00	01	50
	58/1	00	02	58
	56/5	00	11	35
	56/4	00	05	02
	57/4	00	00	42
	57/3	00	03	36
	56/3	00	01	77
	57/2	00	03	90
	57/1	00	04	11
	56/2	00	01	88
5) परासेली	36/3	00	01	32
	85/2	00	26	70
	85/3	00	13	96
	84	00	35	05
	83	00	22	07
	82	00	35	28
	61	00	07	48
	62/1	00	02	94
	62/3	00	20	13
	62/4	00	23	17
	62/5	00	03	76
	56	00	02	60
	51	00	00	25
	54	00	02	31
	53/2	00	17	55
	53/1	00	22	65
	52/1	00	02	56
	52/2	00	02	91
	50/2	00	20	62
	50/1	00	04	58
	49	00	01	80
	48/1	00	08	36
	47/1	00	38	14
	47/5	00	00	62
	47/4	00	05	83
	48/2	00	26	17
6) सुन्दरपुरम	13	00	00	10
	11/1	00	07	37
	11/8	00	00	10
	11/7	00	00	21

1	2	3	4	5
6) सुन्दरपुर (निरंतर)	11/6	00	01	07
	11/3	00	02	56
	11/2	00	02	69
	11/4	00	05	00
	8	00	19	47
	5/20	00	00	16
	5/21	00	01	74
	6/9	00	04	70
	6/10	00	03	42
	6/8	00	00	90
	6/11	00	00	11
	7/2	00	16	33
	6/21	00	00	47
	7/1	00	02	57
	7/3	00	01	30
	7/5	00	00	10
	7/6	00	00	78
	7/7	00	04	14
	7/8वी	00	02	29
	7/11	00	01	36
	7/10	00	10	73
	7/8ए	00	00	29
	37/2	00	08	73
	37/1	00	03	28
	37/3वी	00	00	15
	37/3ए	00	08	32
	37/4	00	04	59
	37/5	00	00	10

[फा. सं. एल-14014/33/2010-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1452.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited; And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Amadalavalasa		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Akkivalasa	266/16A	00	02	64	
	266/16B	00	05	09	
	266/17A	00	02	05	
	266/17B	00	00	53	
	266/15C	00	02	61	
	266/14D	00	07	03	
	266/13	00	04	23	
	266/12	00	00	14	
	266/11A	00	03	95	
	266/11B	00	08	14	
	266/10C	00	04	56	
	266/9C	00	00	52	
	271/3	00	10	23	
	271/1	00	14	95	
	271/2	00	01	67	
	270/8	00	14	76	
	270/7	00	01	86	
	270/9	00	09	98	
	270/10	00	07	73	
	270/5	00	00	65	
	270/11	00	05	98	
	270/20	00	04	74	
	270/19	00	03	57	
	270/18	00	06	88	
	270/17	00	04	11	
	276	00	04	88	
	310/5	00	10	10	
	310/4	00	11	85	
	310/3B	00	01	24	
	310/3A	00	09	88	
	310/12A	00	05	77	
	310/13A	00	00	28	
	309/24	00	06	32	
	306/7B	00	12	34	
	306/7A	00	00	45	
	306/8	00	10	93	
	306/17	00	00	24	

1	2	3	4	5
1) Akkivalasa (Contd)	306/9C	00	03	44
	306/9B	00	00	10
	306/16A	00	06	23
	306/16B	00	01	60
	306/14	00	05	91
	306/13	00	05	00
	306/12	00	05	78
	306/11D	00	03	53
	306/11E	00	05	66
	305/11	00	10	53
	305/9	00	01	17
	305/8	00	18	45
	304/15	00	08	15
	304/14	00	06	41
	304/13	00	03	12
	304/12	00	04	42

Mandal/Tehsil/Taluk:Srikakulam		District:Srikakulam		State:ANDHRA PRADESH	
1) Chintada	115/13	00	07	88	
	115/12	00	07	23	
	115/1	00	00	50	
	115/11	00	00	26	
	115/3	00	28	87	
	115/4	00	00	10	
	104/23	00	06	01	
	104/21	00	03	08	
	104/22	00	03	13	
	104/20	00	00	20	
	105/16	00	08	95	
	105/14	00	03	47	
	105/15	00	01	94	
	105/13	00	02	29	
	105/10	00	01	34	
	105/9	00	05	49	
	105/8	00	04	40	
	106/17	00	00	60	
	106/16	00	02	37	
	106/15	00	04	57	
	106/14	00	06	16	
	106/3	00	00	15	
	106/4	00	00	47	
	106/5	00	01	10	

1	2	3	4	5
1) Chintada (Contd)	106/13	00	02	75
	106/12	00	02	17
	106/11	00	02	18
	106/6	00	02	48
	106/7	00	03	73
	106/8	00	02	23
	106/9	00	03	06
	106/10	00	03	16
	108/1	00	02	72
	108/2	00	00	10
	108/3	00	15	79
	108/8	00	03	71
	108/9	00	03	34
	108/10	00	01	07
	108/13	00	00	94
	108/11	00	04	80
	108/12	00	02	56
	108/16	00	00	71
	108/17	00	00	86
	108/18	00	02	02
	107	00	37	40
	128	00	04	98
	151/3	00	06	33
	151/4	00	02	59
	151/2	00	00	64
	151/6	00	31	97
	151/1	00	02	57
	151/7	00	00	25
	151/8	00	04	14
	151/9	00	05	04
	151/10	00	00	66
	151/11	00	00	18
	150	00	05	41
	169/18	00	12	14
	169/17	00	04	26
	169/16	00	01	20
	169/15	00	00	10
	169/13	00	00	10
	168/9	00	17	73
	168/1	00	00	57

1	2	3	4	5
1) Chintada (Contd)	168/2	00	01	41
	168/5	00	00	10
	168/4	00	07	10
	168/3	00	07	05
	168/14	00	03	42
	168/15	00	02	14
	168/16	00	01	45
	168/20	00	00	10
	170/16	00	00	84
	170/17	00	02	42
	170/18	00	04	07
	170/15	00	04	76
	170/19	00	08	13
	171/1	00	01	77
	171/3	00	00	78
	171/2	00	03	29
	171/10	00	00	82
	171/11	00	00	10
	172/2	00	00	60
	172/18	00	06	25
	172/19	00	17	32
	172/20	00	02	61
	172/17	00	04	27
	172/16	00	00	13
	174/1	00	05	11
	173/18	00	04	17
	173/19	00	12	50
	173/16	00	00	44
	173/15	00	02	37
	175/19	00	04	71
	175/18	00	04	06
	175/17	00	02	17
	175/4	00	05	18
	175/5	00	04	42
	175/6	00	06	55
	175/16	00	01	17
	175/13	00	05	95
	175/12	00	04	69
	175/11	00	01	26
	175/14	00	05	51

1	2	3	4	5
1) Chintada (Contd)	175/10	00	03	47
	266/2	00	16	58
	266/3	00	00	10
	266/1	00	01	77
	265/12	00	01	55
	265/15	00	05	95
	265/14	00	04	15
	265/13	00	00	42
	265/16	00	06	63
	265/17	00	03	84
	265/18	00	02	73
	265/10	00	03	27
	265/19	00	03	03
	265/9	00	05	67
	265/7	00	00	90
	265/8	00	04	55
	265/5	00	05	42
	265/4	00	03	15
	265/3	00	01	72
	265/1	00	00	10
	261/1	00	15	72
	261/2	00	00	39
	261/3	00	00	10
	262/2	00	00	10
	262/3	00	07	54
	262/4	00	01	30
	262/5	00	07	08
	262/7B	00	06	74
	260/2	00	02	66
	260/1	00	11	28
	260/3	00	23	66
	260/4	00	05	14
	225	00	06	25
	230/24	00	07	44
	230/12	00	00	24
	230/14	00	00	49
	230/15	00	00	10
	230/25	00	11	21
	230/26	00	02	57
	230/27	00	06	58

1	2	3	4	5
1) Chintada (Contd)	230/23	00	03	68
	230/22	00	05	32
	230/21	00	00	48
	230/20	00	05	64
	230/17	00	00	16
	230/18	00	11	70
	231/10	00	06	99
	231/9	00	06	61
	231/8	00	01	52
	231/13	00	05	36
	231/7	00	05	50
	231/4	00	00	83
	231/5	00	04	53
	231/6	00	19	97
	231/15	00	04	41
	231/1	00	01	77
	232/1	00	01	86
	234	00	02	66
	232/2	00	04	10
	233/15	00	00	10
	233/14	00	11	63
	233/13	00	03	74
	233/12	00	03	76
	233/11	00	03	14
	233/10	00	03	01
	233/18	00	00	11
	233/19	00	00	44
	233/20	00	00	98
	233/1	00	01	36
	233/9	00	11	29
	233/8	00	11	82
	233/2	00	05	51
	233/3	00	06	54
	237/15	00	05	66
	237/16	00	00	94
	237/14	00	06	50
	237/9	00	04	33
	237/10	00	02	04
	237/8	00	05	57
	237/7	00	06	40

1	2	3	4	5
1) Chintada (Contd)	237/6	00	07	91
	237/5	00	02	22
	237/4	00	06	87
	237/3	00	09	67
	237/2	00	00	10
2) Bhyrivanipeta	4/2	00	07	22
	4/1	00	07	56
	3/8	00	14	79
	3/9	00	03	83
	3/7	00	13	32
	3/6	00	07	02
	3/5	00	00	10
	3/4	00	08	00
	3/3	00	04	17
	3/2	00	04	34
	3/1	00	04	41
	1/6	00	05	83
	1/5	00	07	57
	1/4	00	15	05
	1/2	00	03	82
	1/3	00	11	93
3) Kasimvalasa	79/7	00	06	99
	79/6	00	05	81
	79/8	00	11	05
	79/22	00	02	90
	79/21	00	02	14
	79/20	00	01	25
	79/18	00	01	30
	79/17	00	01	04
	79/16	00	00	90
	79/15	00	00	77
	79/12	00	01	94
	79/4	00	02	34
	79/3	00	04	70
	79/2	00	07	84
	79/9	00	02	43
	79/10	00	05	11
	81/7	00	01	65
	81/1	00	00	51
	81/2	00	15	50

1	2	3	4	5
3) Kasimvalasa (Contd)	82	00	04	16
	83/4	00	02	58
	83/7	00	14	45
	83/5	00	00	25
	83/6	00	09	76
	83/9	00	00	17
	83/11	00	01	52
	89/8	00	00	10
	89/20	00	02	95
	89/21	00	03	38
	89/22	00	01	86
	89/19	00	04	55
	89/18	00	01	68
	89/17	00	03	98
	89/16	00	08	06
	89/15	00	00	64
	89/14	00	00	18
	87/11	00	06	48
	87/9	00	04	88
	87/8	00	04	30
	87/3	00	00	49
	87/7	00	13	08
	87/4	00	01	41
	87/5	00	03	20
	87/6	00	02	16
	86/9	00	00	12
	86/16	00	01	77
	86/17	00	02	38
	86/15	00	02	54
	86/14	00	06	40
	86/11	00	00	61
	86/12	00	00	33
	86/13	00	04	08
	106/3	00	03	00
	106/1	00	04	80
	104/9	00	02	04
	104/8	00	02	06
	104/7	00	01	16
	104/6	00	00	90
	104/12	00	01	08

1	2	3	4	5
3) Kasimvalasa (Contd)	104/13	00	02	39
	104/5	00	14	02
	103/5	00	01	15
	103/7	00	00	27
	103/6	00	10	38
	103/9	00	10	60
	103/10	00	00	43
	103/1	00	11	35
	103/2	00	07	55
	101/3	00	00	10
	101/7	00	02	27
	101/8	00	06	53
	101/9	00	29	85
4) Batteru	3/1	00	29	29
	1	00	51	38
5) Ponnam	117	00	69	81
	118	00	01	63
	289/1	00	04	11
	288/3	00	16	23
	288/4	00	10	63
	288/5	00	01	13
	288/6	00	07	88
	288/8	00	03	00
	288/9	00	01	69
	288/15	00	00	12
	288/7	00	01	61
	288/10	00	04	91
	288/14	00	19	65
	288/16	00	06	67
	288/17	00	05	92
	288/13	00	00	91
	291/1	00	05	04
	291/2	00	06	50
	291/3	00	00	49
	283/1	00	06	71
	283/2	00	07	42
	283/6	00	01	07
	283/5	00	02	62
	283/7	00	00	40
	283/4	00	12	55

1	2	3	4	5
5) Ponnani (Contd)	283/8	00	07	87
	283/3	00	00	55
	283/9	00	12	82
	282	00	00	10
	284	00	04	48
	285/7	00	02	62
	281	00	17	86
	277/5	00	23	54
	277/1	00	13	41
	276/4	00	00	56
	276/1	00	07	65
	276/2	00	02	67
	276/3	00	01	34
	275/2	00	01	98
	275/1	00	01	27
	268/4B	00	11	04
	269/1B	00	23	76
	269/2B	00	01	03
	269/1A	00	04	77
	268/1A	00	04	77
	308	00	08	17
	310/2	00	02	69
	309/1B	00	02	31
	310/6	00	00	57
	309/1A	00	36	30
	323	00	23	05
	322/12	00	05	28
	321/13	00	06	99
	322/11	00	00	15
	322/8	00	03	23
	322/7	00	03	44
	322/3	00	00	21
	322/4	00	00	82
	322/5	00	02	15
	322/6	00	03	17
	322/9	00	00	17

Mandal/Tehsil/Taluk:Narasannapeta	District:Srikakulam	State:ANDHRA PRADESH		
1) Lukulam	In bet. V.B. & Svy. No. 438	01	25	79
	438	00	50	50
	439	00	09	98
	440	01	39	87

1	2	3	4	5
1) Lukulam (Contd.)	204 13	00	00	10
	205 1	00	13	50
	205 2	00	33	03
	195 7	00	05	20
	195 8	00	07	21
	207 1	00	00	60
	207 2	00	00	19
	192 1	00	01	85
	192 2	00	14	72
	192 3	00	08	93
	192 4	00	12	34
	190	00	02	47
	186 1	00	12	96
	186 2	00	12	65
	186 3	00	00	15
	187/1	00	14	01
	187/2	00	09	78
	189	00	25	29
	45/6A	00	11	14
	45/6B	00	16	26
	46/10	00	07	46
	46/11	00	10	90
	47/1	00	11	77
	47/2	00	00	10
	47/6A	00	01	15
	54/1B	00	03	37
	54/2A	00	00	10
	54/2B	00	07	05
	54/3B	00	14	17
	54/4	00	00	39
	54/5	00	07	34
	53/1	00	09	19
	53/2	00	07	73
	53/3A	00	06	57
	52/1A	00	00	10
	52/1B	00	08	50
	52/3	00	09	24
	58/1	00	26	07
	58/2	00	03	78
	51/1	00	13	81

1	2	3	4	5
1) Lukulam (Contd)	75/2	00	00	71
	75/3	00	01	50
	75/4	00	14	61
	75/5	00	03	99
	75/7	00	12	50
	75/8	00	03	56
	75/9	00	07	33
	74/2	00	17	40
	74/7	00	23	04
	72/8	00	05	67
	72/10	00	10	71
	71/6	00	01	42
	71/7	00	03	25
	71/8	00	04	70
	80	00	06	41
	81/2	00	07	37
	81/4	00	02	70
	81/5	00	06	40
	84	00	02	00
	95/4	00	07	59
	96/1	00	00	30
	95/5	00	00	78
	95/6	00	13	94
	95/7	00	01	90
	95/8	00	09	29
	95/9	00	01	09
	95/10	00	06	13
	95/12	00	02	88
	95/13	00	00	56
	94/2	00	00	19
	92/1	00	09	36
	92/2	00	18	43
	92/3	00	24	71
	86/22	00	00	85
	91/3A	00	00	16
	91/3B	00	02	12
	91/4	00	15	31
	91/5	00	02	19
	91/6	00	05	62
	91/7	00	07	01

1	2	3	4	5
1) Lukulam (Contd)	91/8	00	01	13
	91/9	00	05	82
	91/10	00	09	12
	91/11	00	00	10
	91/12	00	00	75
	91/13	00	04	26
	90/1A	00	02	97
	89/9	00	02	64
	89/10	00	23	82
	89/11/B	00	01	09
	89/22A	00	02	71
	89/22B	00	06	58
	89/23	00	08	21
	89/24	00	06	02
	89/25/A	00	01	63
	102/1	00	11	66
	102/2	00	01	44
	102/4	00	03	70
	102/5	00	06	77
	102/6	00	04	56
	102/7	00	02	71
	102/9	00	09	05
	102/10	00	00	11
	102/12	00	05	46
	103/1	00	01	58
2) Nadagam	204/10	00	02	43
	204/9	00	14	39
	205	00	00	97
	206/2	00	29	75
	206/1	00	14	57
	207/3	00	18	28
	207/2	00	08	89
	207/1	00	05	94
	208/5	00	02	07
	208/2	00	00	10
	218	00	12	74
	219	00	18	62
	220	00	22	17
	221/1	00	13	88
	221/2	00	12	78

1	2	3	4	5
2) Nadagam (Contd)	222	00	12	34
	224	00	63	65
	225	00	00	23
	226 2	00	09	71
	130 6	00	05	54
	129 5	00	16	61
	129 6	00	12	38
	129 7	00	10	68
	129 4	00	00	66
	128 2	00	01	34
	129 3	00	02	53
	128 1	00	02	63
	128 3	00	20	14
	119	00	14	24
	127 6	00	01	96
	127 5	00	00	32
	120 12	00	05	59
	120 13	00	00	10
	120 10	00	00	10
	120 9	00	00	46
	120 14	00	12	55
	120 15	00	05	69
	120 16	00	06	65
	117 1	00	12	65
	117 2	00	05	32
	117 4	00	06	09
	116 7	00	05	51
	116 10	00	05	02
	116 11	00	05	70
	116 12	00	05	82
	116 13	00	05	67
	115 3	00	03	29
	115 2	00	03	13
	115 4	00	05	71
	115 10	00	05	87
	115 9	00	03	90
	111 2	00	06	30
	110 1	00	12	48
	110 2	00	08	93
	110 4	00	08	32

1	2	3	4	5
2) Nadagam (Conid)	105/1	00	29	45
	105/2	00	00	28
	94	00	01	91
	95	00	02	14
	83/1	00	31	77
	83/4	00	10	42
	83/3	00	00	54
	83/8	00	11	89
	83/6	00	00	10
	83/7	00	02	18
	82/1	00	29	40
	82/2	00	01	09
	81	00	00	16
	82/3	00	00	10
3) Totada	16/1	00	01	21
	16/2	00	25	78
	16/3	00	02	32
	22/5	00	13	17
	15/16	00	06	13
	15/17	00	02	78
	15/20	00	03	49
	13	00	42	15
4) Talagavalasa	74	00	02	27
	67/3	00	13	40
	67/2	00	11	70
	67/1	00	04	04
	68/6	00	11	97
	64	00	11	04
	68/10	00	11	99
	60/7	00	08	88
	60/6	00	03	87
	60/5	00	03	56
	60/4	00	03	10
	60/1	00	02	47
	59/9	00	13	20
	59/7	00	02	89
	59/4	00	01	92
	59/3	00	01	12
	58/4	00	00	10
	58/3	00	00	96

1	2	3	4	5
4) Talagavalasa (Contd)	58/2	00	01	50
	58/1	00	02	58
	56/5	00	11	35
	56/4	00	05	02
	57/4	00	00	42
	57/3	00	03	36
	56/3	00	01	77
	57/2	00	03	90
	57/1	00	04	11
	56/2	00	01	88
5) Paraselli	86/3	00	01	32
	85/2	00	26	70
	85/3	00	13	96
	84	00	35	05
	83	00	22	07
	82	00	35	28
	61	00	07	48
	62/1	00	02	94
	62/3	00	20	13
	62/4	00	23	17
	62/5	00	03	76
	56	00	02	60
	51	00	00	25
	54	00	02	31
	53/2	00	17	55
	53/1	00	22	65
	52/1	00	02	56
	52/2	00	02	91
	50/2	00	20	62
	50/1	00	04	58
	49	00	01	80
	48/1	00	08	36
	47/1	00	38	14
	47/5	00	00	62
	47/4	00	05	83
	48/2	00	26	17
6) Sundarapuram	13	00	00	10
	11/1	00	07	37
	11/8	00	00	10
	11/7	00	00	21

1	2	3	4	5
6) Sundarapuram (Contd)	11 6	00	01	07
	11/3	00	02	56
	11/2	00	02	69
	11/4	00	05	00
	8	00	19	47
	5/20	00	00	16
	5/21	00	01	74
	6/9	00	04	70
	6/10	00	03	42
	6/8	00	00	90
	6/11	00	00	11
	7/2	00	16	33
	6/21	00	00	47
	7/1	00	02	57
	7/3	00	01	30
	7/5	00	00	10
	7/6	00	00	78
	7/7	00	04	14
	7 8B	00	02	29
	7-11	00	01	96
	7 10	00	10	73
	7/8A	00	00	29
	37/2	00	08	73
	37-1	00	03	28
	37/3B	00	00	15
	37/3A	00	08	32
	37/4	00	04	59
	37/5	00	00	10

[F. No. L-14014/33/2010-G.P.]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून 2010

का. आ. 1453.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि, मैसर्स रिलायंस इंडस्ट्रीज लिमिटेड के आंध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-बासुदेबपुर-हावड़ा गैस पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसमें भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, डोर नं. 67-11-21/2, साविमुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी.नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक :मंडसा	जिला :श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं / सब डिविजन सं	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) सन्धीगम	46	00	31	30
	48	00	27	14
	6/1	00	04	39
	6/2	00	17	44
	7	00	06	71
	8/8	00	00	24
	8/1	00	02	13
	11/12	00	05	63
	11/10	00	00	64
	11/11	00	01	04
	11/4	00	08	61
	11/2	00	12	45
	14/5	00	00	59
	14/6	00	03	92
	14/7	00	04	94
	14/10	00	29	66
	14/8	00	00	17
	14/9	00	01	45
	14/1	00	31	79
	14/3	00	01	11
	17/4	00	00	82
	15/5	00	04	32
	15/6	00	05	01
	15/4	00	19	97
	15/1	00	00	40
	15/3	00	06	32
	36/3	00	15	90
	36/2	00	23	16
	36/4	00	00	30
	34/6	00	00	10
	34/7	00	03	92
	34/8	00	02	45
	34/5	00	16	87
	34/1	00	00	10
	34/2	00	07	42
	33/10	00	08	98
	33/14	00	00	10

1	2	3	4	5
1) सन्धीगम (निरंतर)	33/12	00	08	05
	33/13	00	04	76
	32/1	00	12	11
	32/3	00	17	84
	32/4	00	15	62
	32/5	00	09	43
	32/6	00	04	48
	32/7	00	00	10
	26/3	00	00	33
	26/1	00	32	11
	27/1	00	05	24
2) भोगबन्दा	53/5	00	02	55
	53/4	00	00	37
	54/5	00	01	98
	54/14	00	32	41
	54/15	00	12	34
	54/13	00	06	29
	55/8	00	54	16
	55/2	00	09	95
	99/2	00	05	81
	99/3	00	00	10
	99/6	00	27	69
	98/1	00	06	05
	99/5	00	02	80
	99/7	00	00	59
	97/2	00	00	10
	98/2	00	16	99
	98/8	00	00	33
	98/7	00	08	34
	98/3	00	01	86
	98/4	00	01	25
	98/6	00	02	22
	95/4	00	01	96
	95/3	00	04	38
	98/5	00	02	27
	94/9	00	03	63
	95/1	00	10	57
	95/2	00	09	80
	93/3	00	26	56
	93/2	00	07	52
	93/1	00	04	26
	87	00	16	96

1	2	3	4	5
2) भोगवन्दा (निरंतर)	86/3	00	00	95
	83/5	00	09	42
	83/6	00	10	29
	83/7	00	16	41
	83/8	00	03	49
	83/9	00	04	13
	83/13	00	00	10
	83/12	00	02	04
	83/10	00	07	50
	84/5	00	11	69
	81/2	00	17	61
	81/1	00	22	69
	81/4	00	00	93
	80/10	00	13	44
3) कोन्कडापुट्टि	3/1	00	02	65
	1	00	36	19
4) कील्लोयी	8	00	08	46
	7/6वी	00	04	01
	7/6सी	00	12	69
	7/3	00	00	30
	7/6डी	00	03	59
	12/4	00	00	17
	7/6ए	00	07	90
	12/2	00	10	61
	12/3	00	00	98
	7/5	00	00	17
	12/1	00	07	84
	13/2	00	27	00
	15/3	00	24	90
	15/1	00	00	10
	15/2	00	24	73
5) बन्जस्युवराजपुरम	25	00	50	57
	21/1	00	33	95
	21/3	00	31	91
	21/6	00	00	89
	24/2	00	00	10
	24/3	00	15	32
	22/3	00	00	28
	11/7	00	48	99
	12/1	00	03	14
	12/3	00	07	68
	12/4	00	04	01

1	2	3	4	5
5) बन्जरुयुवराजपुरम (निरंतर)	12/5	00	00	62
	12/7	00	02	59
	12/8	00	07	43
	14	00	21	49
	13	00	14	95
6) मन्डवूरु	2/5	00	05	14
	2/1	00	06	87
	2/2	00	01	82
	2/4	00	02	57
	2/6	00	00	10
	1/2	00	25	00
	6	00	16	22
7) तुळुवरु	1/2	00	01	48
	1/3	00	01	77
	3/3	00	01	73
	3/2	00	11	27
	3/4	00	00	34
	2/6	00	00	93
	2/7	00	02	27
	2/8	00	01	63
	2/9	00	15	47
8) नवगाम	90/1	00	01	18
	90/2	00	01	46
	90/3	00	00	90
	90/4	00	02	52
	90/5	00	00	21
	90/6	00	02	06
	90/7	00	01	50
	90/8	00	01	18
	90/9	00	05	42
	90/10	00	00	10
	89/1	00	15	53
	89/4	00	01	85
	89/5	00	00	10
	89/13	00	04	70
	89/14	00	04	87
	89/15	00	00	45
	89/16	00	01	85
	89/17	00	01	96
	89/18	00	04	87
	89/19	00	01	92
	89/20	00	05	08

1	2	3	4	5
8) नवगाम (निरंतर)	76/3	00	13	10
	76/4	00	00	59
	76/5	00	00	10
	76/11	00	02	65
	76/12	00	04	42
	76/13	00	08	42
	76/18	00	14	90
	75/19	00	01	79
	75/20	00	12	10
	75/21	00	03	70
	75/22	00	02	61
	95/1	00	11	16
	95/2	00	00	78
	95/4	00	00	82
	96/1	00	05	99
	96/2	00	01	96
	96/3	00	36	73
	96/7	00	00	31
	73/26	00	01	22
	73/29	00	08	84
	73/30	00	30	31
	73/31	00	27	11
	62/2	00	13	58
	62/3	00	33	50
	60	00	72	14
	48/1	00	15	27
	48/2	00	07	72
	51/2	00	00	93
	51/3	00	20	61
	51/4	00	27	88
	51/5	00	23	28
	51/6	00	01	12
	39/1	00	00	18
	39/2	00	10	55
	39/3	00	00	24
	39/4	00	05	47
	39/6	00	09	00
	39/7	00	08	65
	39/8	00	00	29
	38/1	00	10	04
	38/2	00	18	93
	38/3	00	04	18

1	2	3	4	5
8) नवगाम (निरंतर)	37/5	00	34	49
	35/2	00	01	54
	35/3	00	06	76
	35/4	00	04	47
	35/5	00	11	77
	35/6	00	11	38
	35/7	00	01	70
	35/8	00	02	41
	35/12	00	00	15
	35/13	00	13	15
	34/1	00	03	61
	34/2	00	12	64
	30	00	02	85
	31/2मी	00	23	71
	31/2झी	00	23	68
	31/3	00	00	10
9) सिन्धुपुरम	145	00	08	45
	147	00	35	92
	146/1	00	04	07
	146/2	00	03	25
	206	02	19	68
	179/2	00	00	32
	179/3	00	33	37
	180	00	22	95
	183	00	17	57
	184/3	00	19	43
	185	00	50	97
	188	00	00	66
	186	00	30	07
10) राजपुरम	105/1	00	22	34
	105/2	00	00	56
	104/3	00	07	16
	104/5	00	01	70
	104/6	00	08	35
	104/7	00	07	02
	94	00	49	96
	93/2	00	00	37
	93/3	00	05	47
	92/1	00	31	41
	92/2	00	09	59
11) बुदरसीन्गी	426/7	00	18	92
	426/8	00	05	21

1	2	3	4	5
11) बुदरसीन्गी (निरंतर)	42 6/6	00	00	85
	42 6/5	00	27	58
	42 7/1	00	06	11
	42 5/7	00	19	31
	42 5/6	00	00	44
	42 9/3	00	10	03
	42 9/2	00	08	41
	42 9/4	00	33	14
	42 9/1	00	01	28
	42 8/1	00	11	36
	43 0/5	00	06	15
	43 2/1	00	02	93
	43 2/3	00	21	80
	43 2/2	00	17	51
	43 2/4	00	01	52
	43 2/5	00	08	68
	43 2/6	00	00	79
	43 3/4	00	33	53
	43 3/7	00	00	95
	43 3/6	00	00	10
	43 3/5	00	04	32
	43 3/2	00	30	55
	43 4/1	00	01	55
	41 1/3	00	27	85
	41 1/2	00	20	51
	41 0/4	00	00	17
	40 9/1	00	13	25
	40 8/3	00	22	20
	40 8/2	00	07	64
	40 8/1	00	02	88
	39 4/6	00	00	32
	39 4/7	00	06	83
12) हुनाली (जमीन)	89	00	18	36
	91/1	00	30	08
	91/2	00	01	64
13) सिरिपुरम	20 9/1	00	30	63
	20 9/2	00	01	09
	21 1	00	64	64
	21 2	00	33	20
	21 3	00	39	30
	21 4	00	51	66
	21 7/3	00	00	30

1	2	3	4	5
13) सिरिपुरम (निरंतर)	217/1	00	01	32
	216/2	00	04	97
	216/1	00	07	79
	216/3	00	25	11
	215	00	15	96
	118/16	00	00	90
	118/23	00	12	24
	118/19	00	06	35
	118/20	00	00	10
	118/21	00	00	10
	118/22	00	00	46
	118/8	00	00	10
	117/10	00	00	74
	117/5	00	03	69
	117/1	00	02	65
	117/2	00	04	42
	117/3	00	02	28
	116	00	36	16
	115	00	00	11
	112/1	00	04	39
	112/3	00	12	13
	111	00	22	03
14) खोलगम	75/1पी	00	00	94
	76/1	00	00	18
15) कोरदबडी	12/2	00	03	40
	12/3	00	00	45
	12/5	00	34	47
	12/6	00	12	58
	11/3	00	00	80
	10/2	00	13	39
	10/3	00	00	14
	10/4	00	11	22
	10/5	00	12	09
	10/6	00	07	79
	9/1	00	26	50
	9/2	00	01	26
	9/6	00	00	85
	8/1	00	10	38
	8/2	00	06	03
	8/3	00	04	06
	8/4	00	00	19
	8/5	00	02	66

1	2	3	4	5
15) कोरदबडी (निरंतर)	8/6	00	06	72
	8/7	00	10	70
	8/8	00	02	63
	7/1	00	06	76
	7/2	00	04	90
	7/3	00	02	44
	7/4	00	01	68
	7/5	00	05	79
	2/3	00	04	06
	2/5	00	20	42
	3/1	00	03	47
	3/5	00	07	96
	3/6	00	08	12
	3/13	00	02	64
	3/14	00	07	39
	3/15	00	00	39
	3/19	00	08	55
	3/20	00	07	26
	4/1	00	13	99
	4/3	00	01	59
	4/4	00	03	06
	4/9	00	03	13
	4/10	00	04	36
	4/11	00	01	83
16) नऊगडा	94/1	00	17	40
	94/2	00	00	19
	94/3	00	01	41
	94/4	00	02	22
	94/5	00	20	99
	94/6	00	35	48
	93/3	00	00	10
	93/5	00	00	19
	102/1	00	00	13
	103/1	00	01	63
	103/2	00	20	64
	103/3	00	04	69
	103/4	00	10	74
	104/4	00	42	45
	102/2	00	00	10
	106/4	00	10	22
	111/4	00	14	21
	111/6	00	37	78

1	2	3	4	5
16) नऊगडा (निरंतर)	112/1	00	03	95
	112/2	00	06	50
	113	00	24	29
17) जगन्नाथपुरम	118/8	00	00	10
	118/16	00	00	90
	118/19	00	06	35
	118/20	00	00	10
	118/21	00	00	10
	118/22	00	00	46
	118/23	00	12	24
	117/1	00	02	65
	117/2	00	04	42
	117/3	00	02	28
	117/5	00	03	69
	117/10	00	00	74
	116	00	36	16
	115	00	00	11
	112/1	00	04	39
	112/3	00	12	13
	111	00	22	03
18) चौकाम्बो	122/1	00	10	83
	122/2	00	00	86
	123/2	00	02	24
	123/4	00	34	21
	124/4	00	55	39
	125/4	00	00	31
19) लोडकपिडा	117/1	00	04	56
	117/2	00	21	77
	117/3	00	25	37
	117/4	00	02	11
	116	00	01	13
	115	00	19	90
	114/5	00	00	11
20) बन्दीकरो	145/3	00	08	99
	145/4	00	15	11
	145/5	00	00	61
	147/1	00	42	82
	148/3	00	24	42
	140	00	30	14
	150	00	13	61
	151/4	00	13	67
	151/5	00	17	04

1	2	3	4	5
20) बन्दीकरो (निरंतर)	151/6	00	19	10
21) रंगनाथपुरम	154	00	42	89
	155	00	19	70
	156/3	00	00	10
	164/1ए	00	02	99
	164/1बी	00	05	63
	164/2ए1	00	56	34
	164/2ए2	00	01	95
	165/3	00	66	40
	167	00	38	40
22) वेल्लपाद्रा	169	00	94	20
	170	01	76	62
मंडल/ तहसील/ तालुक : भोमपेटा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) जगयड्डा	123/2	00	04	67
	123/3	00	00	10
	123/1	00	09	85
	124/9	00	02	13
	124/10	00	06	40
	130/9	00	09	74
	130/10	00	00	10
	130/8	00	06	53
	130/7	00	07	71
	130/2	00	00	77
	130/5	00	04	10
	130/6	00	10	72
	131/9	00	13	43
	131/8	00	04	57
	131/7	00	00	16
	131/3	00	13	03
	131/4	00	00	12
	131/2	00	17	18
	131/1	00	06	74
	137/3	00	00	43
	137/1	00	03	30
	157/3ए	00	35	98
	157/2	00	05	41
	158/2	00	04	20
	157/1	00	14	38
	158/3	00	84	97
	154	01	07	20
	164	00	11	36
	153	00	00	10
	166/1	00	03	51

1	2	3	4	5
1) जराबंडा (निरंतर)	166/2ए	00	00	17
	166/2बी	00	07	15
	166/3	00	00	10
	166/4	00	00	64
	166/5	00	01	31
	166/6	00	03	95
	166/7	00	00	10
	166/9	00	07	54
	165/7	00	02	29
	165/6	00	03	61
	165/8	00	02	74
	165/9	00	05	19
	165/5	00	14	36
	165/4	00	02	58
	165/3	00	03	97
	165/1	00	16	77
2) सनकीडी	86	00	00	93
	85/5	00	00	48
	85/1	00	24	57
	85/2	00	00	63
	84/5	00	10	14
	84/6	00	02	62
	84/9	00	07	69
	84/10	00	00	85
	84/8	00	15	77
	83/2	00	03	06
	83/3	00	24	74
	82/16	00	03	79
	82/17	00	12	69
	82/8	00	00	88
	82/7	00	00	10
	82/6	00	04	98
	82/5	00	00	59
	82/4	00	05	90
	82/3	00	00	65
3) बुसाभद्रा	105	00	23	75
	106	00	07	04
	110/2	00	00	26
	114	00	07	46
	110/1	00	06	29
	111/8	00	02	08
	111/9	00	00	59

1	2	3	4	5
3) बुसाभद्रा (निरंतर)	111/7	00	02	83
	111/6	00	01	44
	111/5	00	01	11
	111/1	00	01	87
	112	00	12	30
	113/1	00	05	04
	113/2	00	08	03
	115	00	38	43
	116/4	00	04	02
	116/5	00	08	14
	116/6	00	23	14
	116/8	00	05	35
	116/7	00	15	80
	117/10	00	02	32
	118/4	00	05	83
	118/3	00	06	16
	118/5	00	03	74
	118/7	00	10	26
	118/8	00	01	51
	118/11	00	06	68
	118/12	00	07	92
	118/10	00	00	90
	119/1	00	06	27
	119/2	00	04	91
	119/3	00	08	79
	121/1	00	24	38
	122	00	12	00
	98	00	00	10

[फा. सं. एल-14014/36/2010-जं.पौ.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1453.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of Natural Gas from Onshore Terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited to consumers in various parts of the country, Kakinada-Basudebpur-Howrah Pipeline should be laid by M/s. Relogistics Infrastructure Limited; And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of

India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2, Savisuja, Opp New Centuary Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Mandasa		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Sandhigam	46	00	31	30	
	48	00	27	14	
	6/1	00	04	39	
	6/2	00	17	44	
	7	00	06	71	
	8/8	00	00	24	
	8/1	00	02	13	
	11/12	00	05	63	
	11/10	00	00	64	
	11/11	00	01	04	
	11/4	00	08	61	
	11/2	00	12	45	
	14/5	00	00	59	
	14/6	00	03	02	
	14/7	00	04	94	
	14/10	00	29	66	
	14/8	00	00	17	
	14/9	00	01	45	
	14/1	00	31	79	
	14/3	00	01	11	
	17/4	00	00	82	
	15/5	00	04	32	
	15/6	00	05	01	
	15/4	00	19	97	
	15/1	00	00	40	
	15/3	00	06	32	
	36/3	00	15	90	
	36/2	00	23	16	
	36/4	00	00	30	
	34/6	00	00	10	
	34/7	00	03	92	
	34/8	00	02	45	
	34/5	00	16	87	
	34/1	00	00	10	
	34/2	00	07	42	
	33/10	00	08	98	
	33/14	00	00	10	

1	2	3	4	5
1) Sandhigam (Contd)	33/12	00	08	05
	33/13	00	04	76
	32/1	00	12	11
	32/3	00	17	84
	32/4	00	15	62
	32/5	00	09	43
	32/6	00	04	48
	32/7	00	00	10
	26/3	00	00	33
	26/1	00	32	11
	27/P	00	05	24
2) Bhogabanda	53/5	00	02	55
	53/4	00	00	37
	54/5	00	01	98
	54/14	00	32	41
	54/15	00	12	34
	54/13	00	06	29
	55/8	00	54	16
	55/2	00	09	95
	99/2	00	05	81
	99/3	00	00	10
	99/6	00	27	69
	98/1	00	06	05
	99/5	00	02	80
	99/7	00	00	59
	97/2	00	00	10
	98/2	00	16	99
	98/8	00	00	33
	98/7	00	08	34
	98/3	00	01	86
	98/4	00	01	25
	98/6	00	02	22
	95/4	00	01	96
	95/3	00	04	38
	98/5	00	02	27
	94/9	00	03	63
	95/1	00	10	57
	95/2	00	09	80
	93/3	00	26	56
	93/2	00	07	52
	93/1	00	04	26
	87	00	16	96

1	2	3	4	5
2) Bhogabanda (Contd)	86/3	00	00	95
	83/5	00	09	42
	83/6	00	10	29
	83/7	00	16	41
	83/8	00	03	49
	83/9	00	04	13
	83/13	00	00	10
	83/12	00	02	04
	83/10	00	07	50
	84/5	00	11	69
	81/2	00	17	61
	81/1	00	22	69
	81/4	00	00	93
	80/10	00	13	44
3) Konkadaputty	3/1	00	02	65
	1	00	36	19
4) Killoyi	8	00	08	46
	7/6B	00	04	01
	7/6C	00	12	69
	7/3	00	00	30
	7/6D	00	03	59
	12/4	00	00	17
	7/6A	00	07	90
	12/2	00	10	61
	12/3	00	00	98
	7/5	00	00	17
	12/1	00	07	84
	13/2	00	27	00
	15/3	00	24	90
	15/1	00	00	10
	15/2	00	24	73
5) Banjaruyavaraja Puram	25	00	50	57
	21/1	00	33	95
	21/3	00	31	91
	21/6	00	00	89
	24/2	00	00	10
	24/3	00	15	32
	22/3	00	00	28
	11/7	00	48	99
	12/1	00	03	14
	12/3	00	07	68
	12/4	00	04	01

1	2	3	4	5
5) Banjaruyavaraja Puram (Contd)	12/5	00	00	62
	12/7	00	02	59
	12/8	00	07	43
	14	00	21	49
	13	00	14	95
6) Mandavuru	2/5	00	05	14
	2/1	00	06	87
	2/2	00	01	82
	2/4	00	02	57
	2/6	00	00	10
	1/2	00	25	00
	6	00	16	22
7) Tubburu	1/2	00	01	48
	1/3	00	01	77
	3/3	00	01	73
	3/2	00	11	27
	3/4	00	00	34
	2/6	00	00	93
	2/7	00	02	27
	2/8	00	01	63
	2/9	00	15	47
8) Navagam	90/1	00	01	18
	90/2	00	01	46
	90/3	00	00	90
	90/4	00	02	52
	90/5	00	00	21
	90/6	00	02	06
	90/7	00	01	50
	90/8	00	01	18
	90/9	00	05	42
	90/10	00	00	10
	89/1	00	15	53
	89/4	00	01	85
	89/5	00	00	10
	89/13	00	04	70
	89/14	00	04	87
	89/15	00	00	45
	89/16	00	01	85
	89/17	00	01	96
	89/18	00	04	87
	89/19	00	01	92
	89/20	00	05	08

1	2	3	4	5
8) Navagam (Contd)	76/3	00	13	10
	76/4	00	00	59
	76/5	00	00	10
	76/11	00	02	65
	76/12	00	04	42
	76/13	00	08	42
	76/18	00	14	90
	75/19	00	01	79
	75/20	00	12	10
	75/21	00	03	70
	75/22	00	02	61
	95/1	00	11	16
	95/2	00	00	78
	95/4	00	00	82
	96/1	00	05	99
	96/2	00	01	96
	96/3	00	36	73
	96/7	00	00	31
	73/26	00	01	22
	73/29	00	08	84
	73/30	00	30	31
	73/31	00	27	11
	62/2	00	13	58
	62/3	00	33	50
	60	00	72	14
	48/1	00	15	27
	48/2	00	07	72
	51/2	00	00	93
	51/3	00	20	61
	51/4	00	27	88
	51/5	00	23	28
	51/6	00	01	12
	39/1	00	00	18
	39/2	00	10	55
	39/3	00	00	24
	39/4	00	05	47
	39/6	00	09	00
	39/7	00	08	65
	39/8	00	00	29
	38/1	00	10	04
	38/2	00	18	93
	38/3	00	04	18

1	2	3	4	5
8) Navagam (Contd)	37/5	00	34	49
	37/6	00	01	54
	35/3	00	06	76
	35/4	00	04	47
	35/5	00	11	77
	35/6	00	11	38
	35/7	00	01	70
	35/8	00	02	41
	35/12	00	00	15
	35/13	00	13	15
	34/1	00	03	61
	34/2	00	12	64
	30	00	02	
	31/2C	00	23	71
	31/2D	00		68
	31/3	00	00	10
9) Singupuram	145	00	08	45
	147	00	35	92
	146/1	00	04	07
	146/2	00	03	25
	206	02	19	68
	179/2	00	00	32
	179/3	00	33	37
	180	00	22	95
	183	00	17	57
	184/3	00	19	43
	185	00	50	97
	188	00	00	66
	186	00	30	07
10) Rajapuram	105/1	00	22	34
	105/2	00	00	56
	104/3	00	07	16
	104/5	00	01	70
	104/6	00	08	35
	104/7	00	07	02
	94	00	49	96
	93/2	00	00	37
	93/3	00	05	47
	92/1	00	31	41
	92/2	00	09	59
11) Budarisingi	426/7	00	18	92
	426/8	00	05	71

1	2	3	4	5
11) Budarisingi (Contd)	426/6	00	00	85
	426/5	00	27	58
	427/1	00	06	11
	425/7	00	19	31
	425/6	00	00	44
	429/3	00	10	03
	429/2	00	08	41
	429/4	00	33	14
	429/1	00	01	28
	428/1	00	11	36
	430/5	00	06	15
	432/1	00	02	93
	432/3	00	21	80
	432/2	00	17	51
	432/4	00	01	52
	432/5	00	08	68
	432/6	00	00	79
	433/4	00	33	53
	433/7	00	00	95
	433/6	00	00	10
	433/5	00	04	32
	433/2	00	30	55
	434/1	00	01	55
	411/3	00	27	85
	411/2	00	20	51
	410/4	00	00	17
	409/1	00	13	25
	408/3	00	22	20
	408/2	00	07	64
	408/1	00	02	88
	394/6	00	00	32
	394/7	00	06	83
12) Hunnali (Zamin)	89	00	18	36
	91/1	00	30	08
	91/2	00	01	64
13) Siripuram	209/1	00	30	63
	209/2	00	01	09
	211	00	64	64
	212	00	33	20
	213	00	39	30
	214	00	51	66
	217/3	00	00	30

1	2	3	4	5
13) Siripuram (Contd)	217/1	00	01	32
	216/2	00	04	97
	216/1	00	07	79
	216/3	00	25	11
	215	00	15	96
	118/16	00	00	90
	118/23	00	12	24
	118/19	00	06	35
	118/20	00	00	10
	118/21	00	00	10
	118/22	00	00	46
	118/8	00	00	10
	117/10	00	00	74
	117/5	00	03	69
	117/1	00	02	65
	117/2	00	04	42
	117/3	00	02	28
	116	00	36	16
	115	00	00	11
	112/1	00	04	39
	112/3	00	12	13
	111	00	22	03
14) Khollagam	75/1P	00	00	94
	76/1	00	00	18
15) Kordabadi	12/2	00	03	40
	12/3	00	00	45
	12/5	00	34	47
	12/6	00	12	58
	11/3	00	00	80
	10/2	00	13	39
	10/3	00	00	14
	10/4	00	11	22
	10/5	00	12	09
	10/6	00	07	79
	9/1	00	26	50
	9/2	00	01	26
	9/6	00	00	85
	8/1	00	10	38
	8/2	00	06	03
	8/3	00	04	06
	8/4	00	00	19
	8/5	00	02	66

1	2	3	4	5
15) Kordabadi (Contd)	8/6	00	06	72
	8/7	00	10	70
	8/8	00	02	63
	7/1	00	06	76
	7/2	00	04	90
	7/3	00	02	44
	7/4	00	01	68
	7/5	00	05	79
	2/3	00	04	06
	2/5	00	20	42
	3/1	00	03	47
	3/5	00	07	96
	3/6	00	08	12
	3/13	00	02	64
	3/14	00	07	39
	3/15	00	00	39
	3/19	00	08	55
	3/20	00	07	26
	4/1	00	13	99
	4/3	00	01	59
	4/4	00	03	06
	4/9	00	03	13
	4/10	00	04	36
	4/11	00	01	83
16) Naugada	94/1	00	17	40
	94/2	00	00	19
	94/3	00	01	41
	94/4	00	02	22
	94/5	00	20	99
	94/6	00	35	48
	93/3	00	00	10
	93/5	00	00	19
	102/1	00	00	13
	103/1	00	01	63
	103/2	00	20	64
	103/3	00	04	69
	103/4	00	10	74
	104/4	00	42	45
	102/2	00	00	10
	106/4	00	10	22
	111/4	00	14	21
	111/6	00	37	78

1	2	3	4	5
16) Naugada (Contd)	112/1	00	03	95
	112/2	00	06	50
	113	00	24	29
17) Jagannadhapuram	118/8	00	00	10
	118/16	00	00	90
	118/19	00	06	35
	118/20	00	00	10
	118/21	00	00	10
	118/22	00	00	46
	118/23	00	12	24
	117/1	00	02	65
	117/2	00	04	42
	117/3	00	02	28
	117/5	00	03	69
	117/10	00	00	74
	116	00	36	16
	115	00	00	11
	112/1	00	04	39
	112/3	00	12	13
	111	00	22	03
18) Chokkambo	122/1	00	10	83
	122/2	00	00	86
	123/2	00	02	24
	123/4	00	34	21
	124/4	00	55	39
	125/4	00	00	31
19) Lodakapitta	117/1	00	04	56
	117/2	00	21	77
	117/3	00	25	37
	117/4	00	02	11
	116	00	01	13
	115	00	19	90
	114/5	00	00	11
20) Bandikaro	145/3	00	08	99
	145/4	00	15	11
	145/5	00	00	61
	147/1	00	42	82
	148/3	00	24	42
	140	00	30	14
	150	00	13	61
	151/4	00	13	67
	151/5	00	17	04

1	2	3	4	5
20) Bandikaro (Contd)	151/6	00	19	10
21) Ranganadhapuram	154	00	42	89
	155	00	19	70
	156/3	00	00	10
	164/1A	00	02	99
	164/1B	00	05	63
	164/2A1	00	56	34
	164/2A2	00	01	95
	165/3	00	66	40
	167	00	38	40
22) Bellapadra	169	00	94	20
	170	01	76	62
Mandal/Tehsil/Taluk:Sompeta District:Srikakulam State:ANDHRA PRADESH				
1) Jarabunda	123/2	00	04	67
	123/3	00	00	10
	123/1	00	09	85
	124/9	00	02	13
	124/10	00	06	40
	130/9	00	09	74
	130/10	00	00	10
	130/8	00	06	53
	130/7	00	07	71
	130/2	00	00	77
	130/5	00	04	10
	130/6	00	10	72
	131/9	00	13	43
	131/8	00	04	57
	131/7	00	00	16
	131/3	00	13	03
	131/4	00	00	12
	131/2	00	17	18
	131/1	00	06	74
	137/3	00	00	43
	137/1	00	03	30
	157/3A	00	35	98
	157/2	00	05	41
	158/2	00	04	20
	157/1	00	14	38
	158/3	00	84	97
	154	01	07	20
	164	00	11	36
	153	00	00	10
	166/1	00	03	51

1	2	3	4	5
1) Jarabunda (Contd)	166/2A	00	00	17
	166/2B	00	07	15
	166/3	00	00	10
	166/4	00	00	64
	166/5	00	01	31
	166/6	00	03	95
	166/7	00	00	10
	166/9	00	07	54
	165/7	00	02	29
	165/6	00	03	61
	165/8	00	02	74
	165/9	00	05	19
	165/5	00	14	36
	165/4	00	02	58
	165/3	00	03	97
	165/1	00	16	77
2) Sunkidi	86	00	00	93
	85/5	00	00	48
	85/1	00	24	57
	85/2	00	00	63
	84/5	00	10	14
	84/6	00	02	62
	84/9	00	07	69
	84/10	00	00	85
	84/8	00	15	77
	83/2	00	03	06
	83/3	00	24	74
	82/16	00	03	79
	82/17	00	12	69
	82/8	00	00	88
	82/7	00	00	10
	82/6	00	04	98
	82/5	00	00	59
	82/4	00	05	90
	82/3	00	00	65
3) Busabhadra	105	00	23	75
	106	00	07	04
	110/2	00	00	26
	114	00	07	46
	110/1	00	06	29
	111/8	00	02	08
	111/9	00	00	59

1	2	3	4	5
3) Busabhadra (Contd)	111/7	00	02	83
	111/6	00	01	44
	111/5	00	01	11
	111/4	00	01	87
	112	00	12	30
	113/1	00	05	04
	113/2	00	08	03
	115	00	38	43
	116/4	00	04	02
	116/5	00	08	14
	116/6	00	23	14
	116/8	00	05	35
	116/7	00	15	80
	117/10	00	02	32
	118/4	00	05	83
	118/3	00	06	16
	118/5	00	03	74
	118/7	00	10	26
	118/8	00	01	51
	118/11	00	06	68
	118/12	00	07	92
	118/10	00	00	90
	119/1	00	06	27
	119/2	00	04	91
	119/3	00	08	79
	121/1	00	24	38
	122	00	12	00
	98	00	00	10

[F. No. L-14014/36/2010-G.P.]

SNEH P. MADAN, Under Secy.

नई दिल्ली, 4 जून, 2010

का. आ. 1454.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1853 तारीख 23 जून, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसूरम रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसूरम रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावड़ा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 13 फरवरी, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर मक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञान कर दिया गया;

और, मक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जान पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : काजुलूरु		जिला : पूर्वी गोदावरी		राज्य : आन्ध्र प्रदेश	
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
1) पल्लेपालेम	615	00	00	16	
	618/7	00	04	28	
	614/1	00	00	10	
	613/1बी	00	01	61	
	613/1सी	00	00	10	
	619/1	00	35	24	
	619/2	00	04	76	
	618/3	00	14	85	
	618/2	00	07	92	
	618/1	00	03	42	
	623	00	27	10	
	620/1	00	16	76	
	622	00	15	62	
	630	00	03	55	
	632	00	07	32	
	633/2बी	00	16	78	
	633/1	00	04	00	
	646/2ए	00	03	33	
	646/1	00	10	44	
	645/2	00	52	59	
	645/1	00	01	67	
	664/3	00	25	11	
	664/1	00	07	65	
	665	00	31	48	
	667	00	13	34	
2) शीला	321/1	00	47	37	
	325/7	00	60	09	
	330/2	00	29	00	
	330/1	00	55	83	
	355	00	11	15	
	356/2बी	00	19	14	
	363	00	40	29	
	361	00	31	32	
	357	00	00	10	
	360/4	00	20	59	
	347	00	84	35	
	346/3	00	00	31	

1	2	3	4	5
2) शीला (निर्गत)	346/4	00	00	10
	346/1	00	53	02
	232/2	00	11	33
	232/1	00	11	00
	231/4	00	31	13
	231/3	00	06	71
	231/2	00	09	88
	230	01	12	06
	228/2/1वीं	00	02	32
	228/2/1ए	00	06	56
	228/1/1	00	04	64
	229/3	00	11	37
	227/2/1	00	09	46
	227/2/2	00	09	46
	222/2	00	16	21
	227/1/3	00	03	12
	227/1/2	00	01	24
	224	00	32	38
	225	00	09	91
	226/1	00	05	06
	226/2	00	00	10
	62/9	00	10	64
	62/8	00	08	28
	62/5	00	03	51
	62/4	00	02	66
	62/6	00	00	10
	62/3	00	22	86
	62/2	00	08	54
	62/1	00	08	75
	61	00	07	76
	65/6	00	18	17
	57	00	69	72
	58/11	00	00	48
	56/9	00	15	06
	56/7	00	20	37
	56/6	00	13	51
	55/1	00	46	58
	53/1	00	42	60
	52/3	00	23	45
	51	00	15	98
	50	00	28	14
	49	00	58	11

1	2	3	4	5
2) जीला (निरंतर)	48	00	01	41
3) मंत्रालय	2 27/6	00	16	92
	2 27/1	00	34	47
	2 29/5	00	38	41
	2 29/2	00	13	67
	2 29/1	00	10	01
	230/1	00	03	91
	230/2	00	05	97
	63/2	00	03	22
	63/1	00	07	84
	62/9	00	15	51
	62/8वा	00	07	21
	62/3ए	00	06	11
	62/1वा	00	03	10
	62/1ए	00	02	14
	61/13	00	01	07
	61/12	00	00	12
	53/2	00	02	93
	53/1/3	00	36	92
	53/1/2	00	05	49
	52/12	00	09	36
	52/11	00	09	89
	52/8	00	03	19
	52/7	00	00	33
4) वंदनपूजा	299/13	00	00	69
	299/12	00	02	51
	299/7	00	12	43
	299/6	00	17	68
	299/4	00	00	39
	299/2	00	17	92
	300/6	00	00	88
	300/5	00	10	51
	300/4	00	08	58
	300/3	00	01	99
	301/3	00	70	64
	301/4	00	03	31
	301/1	00	13	78
	302	00	02	98
	303/3	00	18	58
	303/2	00	05	57
	305/9	00	02	81
	305/8	00	00	97

1	2	3	4	5
4) बंठनपूड़ी (निगंनर)	305/6	00	11	05
	305/7	00	15	06
	306/3	00	14	46
	306/2	00	16	82
	306/1वा	00	00	10
	306/1ए	00	16	12
	309/13	00	02	33
	309/12	00	04	94
	309/11	00	00	10
	309/10	00	04	84
	309/9	00	01	66
	309/6	00	23	68
	308	00	03	59
	329/2	00	52	09
5) मालपाका	95/2	00	43	87
	95/3	00	10	35
	94/2	00	09	77
	98/2	00	03	82
	98/1	00	34	59
	97	00	15	56
	115	00	10	20
	116/2	00	14	06
	116/1	00	11	43
	117/3	00	08	05
	117/1	00	17	66
	117/2	00	04	23
	119/4	00	26	20
	119/3	00	19	26
	119/2	00	18	72
	120	00	17	25
	121	00	03	23
	122/3	00	16	08
	131	00	03	46
	132/2	00	22	04
	142	00	02	47
	143/3	00	15	88
	132/1	00	00	10
	141/3	00	27	39
	141/1	00	28	19
	144	00	04	59
	140	00	19	97
	139/5	00	04	78

1	2	3	4	5
5) मालपाका (निग्नर)	139/2	00	13	95
	139/3	00	13	00
	139/1	00	00	55
	138/3	00	12	59
	138/2	00	03	00
	138/1ए	00	16	57
	138/1वी	00	04	67
	153/9	00	01	67
	137/1	00	06	29
	137/2	00	30	15
	153/4	00	00	28
	153/2	00	08	28
	153/1	00	04	02
	169	00	06	78
	168/6	00	16	61
	168/4	00	01	76
	168/2	00	05	06
	168/1	00	14	09
	174	00	04	93
	167/11	00	01	83
	167/3	00	05	35
	167/2	00	11	70
	167/1	00	14	27
	166/2वी	00	04	70
	166/1	00	49	04
	161/5	00	07	61
	161/3	00	02	40
	165	00	16	57
	164/3	00	06	01
	164/2	00	30	06
	164/1	00	04	71
	163	00	32	27
मंडल/ तेहसिल/ तालुक : कम्पा	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) गोंगपूडी	250	00	55	87
	251	00	24	69
	249/2	00	04	90
	249/1	00	00	39
	237/2	00	57	20
	237/1	00	08	35
	220	00	08	61
	236	00	00	40
	235	00	03	40
	221/10	00	14	15

1	2	3	4	5
1) गोरखपुरी (निरंतर)	2 21/9	00	00	47
	2 21/2	00	00	48
	2 21/3	00	08	81
	2 21/4	00	08	64
	2 21/5	00	00	29
	219/5	00	00	34
	219/6	00	09	42
	219/7	00	09	50
	219/16	00	01	45
	219/11	00	05	03
	219/8	00	05	73
	219/9	00	01	47
	219/10	00	11	94
	218/13	00	02	73
	218/12	00	09	77
	218/8	00	11	10
	218/9	00	00	46
	218/7	00	11	61
	218/6	00	05	00
	214	00	07	46
	212	00	20	92
	207/1	00	00	72
	207/2	00	04	11
	207/3	00	02	30
	207/4	00	04	42
	207/6	00	03	82
	207/7	00	01	03
	206	00	53	05
	189	00	62	62
	188/5	00	13	82
	188/4	00	05	19
	191/7	00	03	52
	191/5	00	08	42
	188/3	00	02	62
	188/2	00	00	10
	191/4	00	16	02
	191/3	00	00	28
	191/2	00	10	99
	191/1	00	06	68
	192/2	00	43	76
	192/1	00	22	19
	193	00	23	92

1	2	3	4	5
1) गोरेपुडी (निरंतर)	194	00	44	06
कंगोडु	181	00	36	08
	180/2	00	00	30
	180/1	00	04	10
	172	00	00	45
	171	00	14	13
	165/3	00	15	55
	164	00	07	50
	163/5	00	49	52
	163/2/4	00	13	12
	163/2/5	00	02	62
	163/2/3	00	17	67
	163/2/2	00	22	40
	163/1/7	00	12	99
	163/1/12	00	23	77
	163/1/11	00	19	02
	163/1/8	00	00	93
	163/1/5	00	22	15
3) पातलगडडा	150/2	00	46	12
	150/1	00	05	82
	149	00	43	90
	148/5	00	20	52
	148/4	00	08	88
	148/3	00	09	24
	148/2	00	06	01
	147/6	00	00	12
	148/1	00	00	42
	147/5	00	05	41
	147/4	00	06	79
	147/3	00	18	21
	147/2	00	16	34
	147/1	00	15	64
	63/2वी	00	08	73
	63/2ए	00	06	56
	63/1डी	00	05	43
	63/1ए	00	06	01
	62/5	00	11	89
	62/4	00	02	27
4 करपा	89/1	00	11	25
	89/2	00	29	63
	91/1	00	47	03
	92	00	61	04

1	2	3	4	5
4) क्रमा (निम्न)	97	00	06	45
	79	00	28	00
	80/2	00	26	07
	76/2मी	00	24	10
	76/1मी	00	00	10
	75/3मी	00	35	70
	74	00	43	85
	78	00	23	62
	71/2	00	03	87
	72/2	00	35	17
	15	00	35	50
	12/3	00	41	14
	11/3	00	37	35
	6/9	00	03	90
	6/8	00	08	87
	6/7	00	09	69
	6/4	00	07	66
	6/3	00	06	99
	6/2	00	04	40
	6/1	00	04	19
	7/3	00	01	73
	7/2	00	19	98
	7/1	00	05	10
	8	00	00	40
	26	00	07	15
5) कोरूपल्ले	144/1	00	38	84
	143	00	06	94
	147/3मी	00	00	10
	141/4	00	07	61
	141/1	00	04	74
	137/4	00	45	08
	137/2की	00	13	70
	137/2ए	00	14	84
	137/1	00	00	34
	136	00	01	13
	135/2की	00	00	41
	135/2ए	00	21	08
	134/7	00	07	52
	134/6	00	06	67
	131/8	00	04	84
	134/5	00	04	02
	131/4	00	15	75

1	2	3	4	5
5) कांम्पल्ल (निरंतर)	134/4	00	01	72
	134/3	00	00	20
	131/3	00	08	18
	131/2	00	09	22
	133	00	04	00
	130/4	00	02	88
	130/3	00	06	01
	130/2	00	09	92
	132/2	00	10	85
	132/1	00	01	30
	128/13	00	00	10
	127	00	00	32
	129/12	00	02	82
	129/14	00	06	20
	129/9	00	06	48
	129/13	00	07	51
	129/2	00	04	35
	129/1	00	04	21
	92/3	00	14	51
	95/2	00	06	38
	95/1	00	30	74
	96/1	00	07	18
	98/3	00	09	54
	98/1ए	00	06	61
	98/1बी	00	06	61
	98/2	00	02	10
	100/2	00	14	62
	109/6	00	18	84
	105	00	14	19
	101/15एफ	00	04	20
	101/15इ	00	04	94
	101/14	00	05	17
	101/11	00	17	53
	101/2	00	07	83
	101/1	00	08	44
	103/3	00	00	33
	103/2	00	19	19
	107	00	06	52
	106	00	05	09
6) जड.वावराभ	110/3	00	11	31
	110/4	00	00	10
	110/2	00	17	49

1	2	3	4	5
6) जड.वावगम (निम्न)	112	00	10	79
	114	00	11	99
	113/2	00	09	78
	113/1	00	34	21
	119	00	00	86
	117/2	00	02	61
	117/1	00	01	06
	118	00	42	43
	126/2	00	42	04
	124/3	00	23	73
	122/2	00	03	90
	123	00	23	36
	124/1	00	18	33
	134	00	04	18
	142/1	00	20	16
	143/1	00	04	43
	143/2	00	06	38
	140/1	00	31	10
	145/4	00	00	91
	145/3	00	24	32
	145/2	00	01	40
	145/1	00	02	04
	152	00	00	57
	149/1	00	09	44
	149/2	00	11	07
	150/1	00	01	52
7) अरटलकटटा	255/2	00	09	80
	260/3	00	36	32
	259/4	00	19	20
	259/3	00	20	35
	259/2	00	11	25
	259/1	00	09	08
	203/4	00	05	44
	203/3	00	16	27
	202	00	00	10
	275/6	00	03	35
	275/4	00	15	70
	203/1	00	12	67
	203/2	00	10	76
	276/4	00	04	18
	276/3	00	11	95
	278/2	00	10	95

1	2	3	4	5
7) अम्बलकट्टा (निर्गत)	278/1	00	01	14
	277	00	63	69
	281	00	00	51
	280	00	03	94
	279/1	00	06	58
	194/1	00	11	22
	194/2	00	07	86
	193	00	33	37
	192/4	00	05	73
	326/2	00	03	52
	192/2	00	12	16
	192/1	00	00	10
	327	00	27	56
	328/4	00	16	98
	187/3	00	00	83
	187/2	00	13	10
	187/1	00	07	95
	186	00	17	27
	343	00	43	52
	344/2	00	10	77
	344/1	00	13	68
	62	00	28	22
	61	00	04	83
	60/1ए	00	02	07
	59	00	07	07
	50/4	00	08	08
	50/1	00	14	98
	50/3	00	15	00
	51/7	00	06	10
	51/8	00	20	49
	52/12	00	02	05
	53	00	14	42
	52/6	00	13	28
	52/3	00	00	22
	52/1	00	11	47
	52/2	00	07	38
	42/1	00	08	57
	42/2	00	02	30
	35/4	00	18	21
	35/8	00	15	06
	35/6	00	05	81
	35/5	00	11	73

1	2	3	4	5
7) अटलकटटा (निगंतर)	36/3	00	07	57
	36/2	00	20	09
	35/1	00	00	10
	36/1	00	03	95
	28	00	00	40
	37	00	03	48
	5/5	00	08	89
	7/3	00	00	10
	7/1	00	14	01
	5/4	00	12	45
	5/1	00	08	80
	6	00	12	90
	2/3	00	10	90
	2/4	00	00	10
	2/1	00	03	20
	1	00	03	35
मंडल/ तेहसिल/ तालुक : पेदपूडी	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) करकुदुरु	136	00	05	22
	133/14बी	00	06	10
	133/1	00	39	45
	133/4	00	03	70
	133/10बी	00	01	05
	133/12	00	12	65
2) अच्युतापुरतयम	238	00	40	54
	237/2बी	00	09	70
	237/1बी2	00	02	68
	236/1बी1	00	00	85
	237/1बी/1सी	00	24	55
	236/1ए	00	00	80
	236/2बी/1	00	09	42
	235/1बी3	00	28	00
	235/1बी2	00	11	17
	235/1बी1	00	03	50
	235/1ए	00	02	40
	240	00	01	10
	241	00	07	80
	242/10	00	03	11
	242/9	00	08	91
	242/5	00	04	35
	242/4	00	05	04
	245/6	00	15	00
	245/5	00	03	44
	245/4	00	00	15

1	2	3	4	5
2) अच्युतापुरतयम (निरंतर)	245/1	00	12	96
	244	00	03	57
	253	00	15	95
	254/1	00	04	87
	256/4	00	12	92
	247/9	00	08	74
	247/10	00	27	42
	248/10	00	18	92
	248/8	00	18	78
	248/5	00	05	39
	248/4	00	11	27
	248/2	00	18	40
	252/4	00	00	60
	252/7	00	19	09
	252/6	00	03	63
	252/1	00	12	02
	251/14	00	07	51
	251/13	00	09	49
	251/12	00	01	50
	251/11	00	07	62
	251/10	00	07	54
	280/1	00	79	81
	284	00	91	71
	287/2	00	47	50
	288	00	47	91
	289/2	00	26	27
	290	00	04	26
	385	00	10	57
	299	00	12	25
	383	00	03	43
	300/1	00	36	11
	382/2	00	04	71
	381/10	00	00	19
	301/1	00	70	46
	380	00	00	61
	377	00	02	12
	302	00	11	87
	371	01	00	46
	372/1	00	20	27
	372/2	00	04	67
	374/8	00	02	99
	373	00	05	81
मंडल/ तेहसिल/ तालुक : सामलकोटा	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) माधवपटनम	165/12	00	38	91

1	2	3	4	5
1) माधवपटनम (निरंतर)	160/16	00	00	61
	160/17	00	12	72
	166	00	28	73
	165/16	00	24	16
	165/13	00	04	79
	165/6	00	22	15
	165/5	00	43	34
	162/2	00	00	54
	165/4	00	15	02
	164/1/2	00	00	10
	164/1/1	00	39	91
	158	00	02	10
	156/1	00	42	48
	155/2	00	16	75
	155/1	00	24	38
	148	00	02	13
	145/2ए	00	04	21
	145/2बी	00	13	62
	146/1	00	23	23
	146/2	00	13	35
	144/1	00	12	02
	144/2	00	51	52
2) बोयनपूडी	47/4	00	36	13
	48/1	00	25	77
	49/6	00	15	45
	49/5	00	20	48
	49/2	00	27	35
	51/2	00	43	78
	51/3	00	00	10
	60	00	17	75
	61	00	44	40
	67/5	00	37	24
	67/6	00	27	85
	68/5	00	35	47
	68/2	00	01	70
	68/3	00	13	37
	69	00	36	33
	84/3	00	26	13
	85	00	10	10
	86	00	25	30
	87	00	53	55

1	2	3	4	5
2) वायनपूडी (निरंतर)	97/2	00	49	80
	95/1ए	00	35	10
	95/2बी	00	01	10
	97/1जी	00	09	62
	97/1एफ	00	09	66
	97/1इ	00	07	26
	98	00	00	55
	99/4	00	00	55
	99/5	00	11	70
3) मामिल्लादोडडी	4/1	00	29	30
	4/2	00	01	30
	5/1	00	33	78
	6/3	00	08	64
	5/2	00	00	82
	सर्वे नंबर 10 में	00	14	89
	10	00	07	75
	16	00	34	51
	18/2/4	00	23	72
	18/2/3	00	02	50
	18/2	00	18	04
	18/1	00	02	28
	19	00	19	39
	20	00	16	26
	31/3	00	47	15
	28/2	00	06	13
	28/1	00	40	98
	29/1	00	20	48
	29/2	00	16	49
	29/3	00	03	21
	26	00	32	06
	53	00	31	67
	52	00	11	87
	55	00	14	52
	50/1	00	07	33
	61/1	00	06	39
	62/2	00	17	62
	62/3	00	29	54
	62/4	00	02	58
	73	00	04	58
	74	00	21	19
	78	00	82	96
	76/2/2बी	00	25	95

1	2	3	4	5
3) माथिल्लदोडडी (निरंतर)	76/1	00	06	36
	77/1	00	78	79
	77/2	00	09	74
4) वल्लूरु	161	00	23	83
	160/4	00	07	19
	160/3	00	06	09
	159/2	00	05	57
	158/1	00	13	59
	158/2	00	13	11
	157/2सी	00	08	26
	157/2ए	00	04	57
	157/1	00	05	86
	156/2	00	36	92
	152	00	09	00
	151/3	00	10	10
	151/4ए	00	07	50
	151/1सी	00	02	28
	151/1बी	00	06	81
	151/1ए	00	30	40
	150/1सी1	00	00	70
	150/1बी	00	08	71
	148/3	00	03	98
	150/1ए	00	22	56
	148/1	00	09	92
	146	00	12	58
	145/9	00	08	14
	145/5	00	09	76
	145/3	00	09	39
	144/2	00	11	71
	143/2	00	54	25
	143/1	00	19	16

[फा. सं. एल-14014/20/2009-जी.पी.]

स्नेह पी. मदान, अवर सचिव

New Delhi, the 4th June, 2010

S. O. 1454.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1853 dated 23rd June, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before **13th February, 2010**;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:KAJULURU		District:EAST GODAVARI		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) PALLEPALEM	615	00	00	16	
	618/7	00	04	28	
	614/1	00	00	10	
	613/1B	00	01	61	
	613/1C	00	00	10	
	619/1	00	35	24	
	619/2	00	04	76	
	618/3	00	14	85	
	618/2	00	07	92	
	618/1	00	03	42	
	623	00	27	10	
	620/1	00	16	76	
	622	00	15	62	
	630	00	03	55	
	632	00	07	32	
	633/2B	00	16	78	
	633/1	00	04	00	
	646/2A	00	03	33	
	646/1	00	10	44	
	645/2	00	52	59	
	645/1	00	01	67	
	664/3	00	25	11	
	664/1	00	07	65	
	665	00	31	48	
	667	00	13	34	
2) SILA	321/1	00	47	37	
	325/7	00	60	09	
	330/2	00	29	00	
	330/1	00	55	83	
	355	00	11	15	
	356/2B	00	19	14	
	363	00	40	29	

1	2	3	4	5
2) SILA (Contd)	361	00	31	32
	357	00	00	10
	360/4	00	20	59
	347	00	84	35
	346/3	00	00	31
	346/4	00	00	10
	346/1	00	53	02
	232/2	00	11	33
	232/1	00	11	00
	231/4	00	31	13
	231/3	00	06	71
	231/2	00	09	88
	230	01	12	06
	228/2/1B	00	02	32
	228/2/1A	00	06	56
	228/1/1	00	04	64
	229/3	00	11	37
	227/2/1	00	09	46
	227/2/2	00	09	46
	222/2	00	16	21
	227/1/3	00	03	12
	227/1/2	00	01	24
	224	00	32	38
	225	00	09	91
	226/1	00	05	06
	226/2	00	00	10
	62/9	00	10	64
	62/8	00	08	28
	62/5	00	03	51
	62/4	00	02	66
	62/6	00	00	10
	62/3	00	22	86
	62/2	00	08	54
	62/1	00	08	75
	61	00	07	76
	65/6	00	18	17
	57	00	69	72
	58/11	00	00	48
	56/9	00	15	06
	56/7	00	20	37
	56/6	00	13	51
	55/1	00	46	58
	53/1	00	42	60
	52/3	00	23	45
	51	00	15	98
	50	00	28	14
	49	00	58	11

1	2	3	4	5
2) SILA (Contd)	48	00	01	41
3) MANJERU	227/6	00	16	92
	227/1	00	34	47
	229/5	00	38	41
	229/2	00	13	67
	229/1	00	10	01
	230/1	00	03	91
	230/2	00	05	97
	63/2	00	03	22
	63/1	00	07	84
	62/9	00	15	51
	62/8B	00	07	21
	62/3A	00	06	11
	62/1B	00	03	10
	62/1A	00	02	14
	61/13	00	01	02
	61/12	00	00	12
	53/2	00	02	93
	53/1/3	00	36	92
	53/1/2	00	05	49
	52/12	00	09	36
	52/11	00	09	89
	52/8	00	03	19
	52/7	00	00	33
4) BHANDANAPUDI	299/13	00	00	69
	299/12	00	02	51
	299/7	00	12	43
	299/6	00	17	68
	299/4	00	00	39
	299/2	00	17	92
	300/6	00	00	88
	300/5	00	10	51
	300/4	00	08	58
	300/3	00	01	99
	301/3	00	70	64
	301/4	00	03	31
	301/1	00	13	78
	302	00	02	98
	303/3	00	18	58
	303/2	00	05	57
	305/9	00	02	81
	305/8	00	00	97

1	2	3	4	5
4) BHANDANAPUDI (Contd)	305/6	00	11	05
	305/7	00	15	06
	306/3	00	14	46
	306/2	00	16	82
	306/1B	00	00	10
	306/1A	00	16	12
	309/13	00	02	33
	309/12	00	04	94
	309/11	00	00	10
	309/10	00	04	84
	309/9	00	01	66
	309/6	00	23	68
	308	00	03	59
	329/2	00	52	09
5) SALAPAKA	95/2	00	43	87
	95/3	00	10	35
	94/2	00	09	77
	98/2	00	03	82
	98/1	00	34	59
	97	00	15	56
	115	00	10	20
	116/2	00	14	06
	116/1	00	11	43
	117/3	00	08	05
	117/1	00	17	66
	117/2	00	04	23
	119/4	00	26	20
	119/3	00	19	26
	119/2	00	18	72
	120	00	17	25
	121	00	03	23
	122/3	00	16	08
	131	00	03	46
	132/2	00	22	04
	142	00	02	47
	143/3	00	15	88
	132/1	00	00	10
	141/3	00	27	39
	141/1	00	28	19
	144	00	04	59
	140	00	19	97
	139/5	00	04	78

1	2	3	4	5
5) SALAPAKA (Contd)	139/2	00	13	95
	139/3	00	13	00
	139/1	00	00	55
	138/3	00	12	59
	138/2	00	03	00
	138/1A	00	16	57
	138/1B	00	04	67
	153/9	00	01	67
	137/1	00	06	29
	137/2	00	30	15
	153/4	00	00	28
	153/2	00	08	28
	153/1	00	04	02
	169	00	06	78
	168/6	00	16	61
	168/4	00	01	76
	168/2	00	05	06
	168/1	00	14	09
	174	00	04	95
	167/11	00	01	83
	167/3	00	05	35
	167/2	00	11	70
	167/1	00	14	27
	166/2B	00	04	70
	166/1	00	49	04
	161/5	00	07	61
	161/3	00	02	40
	165	00	16	57
	164/3	00	06	01
	164/2	00	30	06
	164/1	00	04	71
	163	00	32	27

Mandal/Tehsil/Taluk:KARAPA	District:EAST GODAVARI	State:ANDHRA PRADESH
1) GORREPUDI	250	00 55 87
	251	00 24 69
	249/2	00 04 90
	249/1	00 00 39
	237/2	00 57 20
	237/1	00 08 35
	220	00 08 61
	236	00 00 40
	235	00 03 40
	221/10	00 14 15

1	2	3	4	5
1) GORREPUDI (Contd)	221/9	00	00	47
	221/2	00	00	48
	221/3	00	08	81
	221/4	00	08	64
	221/5	00	00	29
	219/5	00	00	34
	219/6	00	09	42
	219/7	00	09	50
	219/10	00	01	45
	219/11	00	05	03
	219/8	00	05	73
	219/9	00	01	47
	219/10	00	11	94
	218/13	00	02	73
	218/12	00	09	77
	218/8	00	11	10
	218/9	00	00	46
	218/7	00	11	61
	218/6	00	05	00
	214	00	07	46
	212	00	20	92
	207/1	00	00	72
	207/2	00	04	11
	207/3	00	02	30
	207/4	00	04	42
	207/6	00	03	82
	207/7	00	01	03
	206	00	53	05
	189	00	62	62
	188/5	00	13	82
	188/4	00	05	19
	191/7	00	03	52
	191/5	00	08	42
	188/3	00	02	62
	188/2	00	00	10
	191/4	00	16	02
	191/3	00	00	28
	191/2	00	10	99
	191/1	00	06	68
	192/2	00	43	76
	192/1	00	22	19
	193	00	23	92

1	2	3	4	5
G.O.R. SPUDI (Contd)	194	00	44	06
20 KONGODU	181	00	36	08
	180/2	00	00	30
	180/1	00	04	10
	172	00	00	45
	171	00	14	13
	165/3	00	15	55
	164	00	07	50
	163/3	00	49	52
	163/2/4	00	13	12
	163/2/5	00	02	62
	163/2/3	00	17	67
	163/2/2	00	22	40
	163/1/7	00	12	99
	163/1/12	00	23	77
	163/1/11	00	19	02
	163/1/8	00	00	93
	163/1/5	00	22	15
21 PATARLAGADDA	150/2	00	46	12
	150/1	00	05	82
	149	00	43	90
	148/5	00	20	52
	148/4	00	08	88
	148/3	00	09	24
	148/2	00	06	01
	147/6	00	00	12
	148/1	00	00	42
	147/5	00	05	41
	147/4	00	06	79
	147/3	00	18	21
	147/2	00	16	34
	147/1	00	15	64
	63/2B	00	08	73
	63/2A	00	06	56
	63/1D	00	05	43
	63/1A	00	06	01
	62/5	00	11	89
	62/4	00	02	27
22 KARAPA	89/1	00	11	25
	89/2	00	29	63
	91/1	00	47	03
	92	00	61	04

1	2	3	4	5
4) KARAPA (Contd)	97	00	06	45
	79	00	28	00
	80/2	00	26	07
	76/2C	00	24	10
	76/1C	00	00	10
	75/3C	00	35	70
	74	00	43	85
	78	00	23	62
	71/2	00	03	87
	72/2	00	35	17
	15	00	35	50
	12/3	00	41	14
	11/3	00	37	35
	6/9	00	03	90
	6/8	00	08	87
	6/7	00	09	69
	6/4	00	07	66
	6/3	00	06	99
	6/2	00	04	40
	6/1	00	04	19
	7/3	00	01	73
	7/2	00	19	98
	7/1	00	05	10
	8	00	00	40
	26	00	07	15
5) KORUPALLE	144/1	00	38	84
	143	00	06	94
	147/3C	00	00	10
	141/4	00	07	61
	141/1	00	04	74
	137/4	00	45	08
	137/2B	00	13	70
	137/2A	00	14	84
	137/1	00	00	34
	136	00	01	13
	135/2B	00	00	41
	135/2A	00	21	08
	134/7	00	07	52
	134/6	00	06	67
	131/8	00	04	84
	134/5	00	04	02
	131/4	00	15	75

1	2	3	4	5
5) KORUPALLI (Contd)	134/4	00	01	72
	134/3	00	00	20
	131/3	00	08	18
	131/2	00	09	22
	133	00	04	00
	130/4	00	02	88
	130/3	00	06	01
	130/2	00	09	92
	132/2	00	10	85
	132/1	00	01	30
	128/13	00	00	10
	127	00	00	32
	129/12	00	02	82
	129/14	00	06	20
	129/9	00	06	48
	129/13	00	07	51
	129/2	00	04	35
	129/1	00	04	21
	92/3	00	14	51
	95/2	00	06	38
	95/1	00	30	74
	96/1	00	07	18
	98/3	00	09	54
	98/1A	00	06	61
	98/1B	00	06	61
	98/2	00	02	10
	100/2	00	14	62
	109/6	00	18	84
	105	00	14	19
	101/15F	00	04	20
	101/15E	00	04	94
	101/14	00	05	17
	101/11	00	17	53
	101/2	00	07	83
	101/1	00	08	44
	103/3	00	00	33
	103/2	00	19	19
	107	00	06	52
	106	00	05	09
6) Z.BHAVARAM	110/3	00	11	31
	110/4	00	00	10
	110/2	00	17	49

1	2	3	4	5
6) Z.BHAVARAM (Contd)	112	00	10	79
	114	00	11	99
	113/2	00	09	78
	113/1	00	34	21
	119	00	00	86
	117/2	00	02	61
	117/1	00	01	06
	118	00	42	43
	126/2	00	42	04
	124/3	00	23	73
	122/2	00	03	90
	123	00	23	36
	124/1	00	18	33
	134	00	04	18
	142/1	00	20	16
	143/1	00	04	43
	143/2	00	06	38
	140/1	00	31	10
	145/4	00	00	91
	145/3	00	24	32
	145/2	00	01	40
	145/1	00	02	04
	152	00	00	57
	149/1	00	09	44
	149/2	00	11	07
	150/1	00	01	52
7) ARATLAKATTA	255/2	00	09	80
	260/3	00	36	32
	259/4	00	19	20
	259/3	00	20	35
	259/2	00	11	25
	259/1	00	09	08
	203/4	00	05	44
	203/3	00	16	27
	202	00	00	10
	275/6	00	03	35
	275/4	00	15	70
	203/1	00	12	67
	203/2	00	10	76
	276/4	00	04	18
	276/3	00	11	95
	278/2	00	10	95

1	2	3	4	5
7) ARATHAKATTA (Contd)	278/1	00	01	14
	277	00	63	69
	281	00	00	51
	280	00	03	94
	279/1	00	06	58
	194/1	00	11	22
	194/2	00	07	86
	193	00	33	37
	192/4	00	05	73
	326/2	00	03	52
	192/2	00	12	16
	192/1	00	00	10
	327	00	27	56
	328/4	00	16	98
	187/3	00	00	83
	187/2	00	13	10
	187/1	00	07	95
	186	00	17	27
	343	00	43	52
	344/2	00	10	77
	344/1	00	13	68
	62	00	28	22
	61	00	04	83
	60/1A	00	02	07
	59	00	07	07
	50/4	00	08	08
	50/1	00	14	98
	50/3	00	15	00
	51/7	00	06	10
	51/8	00	20	49
	52/12	00	02	05
	53	00	14	42
	52/6	00	13	28
	52/3	00	00	22
	52/1	00	11	47
	52/2	00	07	38
	42/1	00	08	57
	42/2	00	02	30
	35/4	00	18	21
	35/8	00	15	06
	35/6	00	05	81
	35/5	00	11	73

1	2	3	4	5
7) ARATLAKATTA (Consd)	36/3	00	07	57
	36/2	00	20	09
	35/1	00	00	10
	36/1	00	03	95
	28	00	00	40
	37	00	03	48
	5/5	00	08	89
	7/3	00	00	10
	7/1	00	14	01
	5/4	00	12	45
	5/1	00	08	80
	6	00	12	90
	2/3	00	10	90
	2/4	00	00	10
	2/1	00	03	20
	1	00	03	35

Mandal/Tehsil/Taluk: PEDAPUDI	District: EAST GODAVARI	State: ANDHRA PRADESH		
1) KARAKUDURU	136	00	05	22
	133/14B	00	06	10
	133/1	00	39	45
	133/4	00	03	70
	133/10B	00	01	05
	133/12	00	12	65
2) ACHYUTAPURATRIAM	238	00	40	54
	237/2B	00	09	70
	237/1B2	00	02	68
	236/1B1	00	00	85
	237/1B/1C	00	24	55
	236/1A	00	00	80
	236/2B/1	00	09	42
	235/1B3	00	28	00
	235/1B2	00	11	17
	235/1B1	00	03	50
	235/1A	00	02	40
	240	00	01	10
	241	00	07	80
	242/10	00	03	11
	242/9	00	08	91
	242/5	00	04	35
	242/4	00	05	04
	245/6	00	15	00
	245/5	00	03	44
	245/4	00	00	15
	245/1	00	12	96
	244	00	03	57
	253	00	15	95
	254/1	00	04	87
	256/4	00	12	92
	247/9	00	08	74
	247/10	00	27	42
	248/10	00	18	92
	248/8	00	18	78
	248/5	00	05	39
	248/4	00	11	27

1	2	3	4	5
2) ACHYUTAPURATRIAM (Contd)	248/2	00	18	40
	252/4	00	00	60
	252/7	00	19	09
	252/6	00	03	63
	252/1	00	12	02
	251/14	00	07	51
	251/13	00	09	49
	251/12	00	01	50
	251/11	00	07	62
	251/10	00	07	54
	280/1	00	99	81
	284	00	91	71
	287/2	00	47	50
	288	00	47	91
	289/2	00	26	27
	290	00	04	26
	385	00	10	57
	299	00	12	25
	383	00	03	43
	300/1	00	36	11
	382/2	00	04	71
	381/10	00	00	19
	301/1	00	70	46
	380	00	00	61
	377	00	02	12
	302	00	11	87
	371	01	00	46
	372/1	00	20	27
	372/2	00	04	67
	374/8	00	02	99
	373	00	05	81

Mandal/Tehsil/Taluk: SAMALKOTA		District: EAST GODAVARI		State: ANDHRA PRADESH
1) MADHAVAPATNAM	165/12	00	38	91
	160/16	00	00	61
	160/17	00	12	72
	166	00	28	73
	165/16	00	24	16
	165/13	00	04	79
	165/6	00	22	15
	165/5	00	43	34
	162/2	00	00	54
	165/4	00	15	02
	164/1/2	00	00	10
	164/1/1	00	39	91
	158	00	02	10
	156/1	00	42	48
	155/2	00	16	75
	155/1	00	24	38
	148	00	02	13
	145/2A	00	04	21
	145/1B	00	13	62
	146/1	00	23	23
	146/2	00	13	35
	144/1	00	12	02
	144/2	00	51	52

1	2	3	4	5
2) BOYANAPUDI	47/4	00	36	13
	48/1	00	25	77
	49/6	00	15	45
	49/5	00	20	48
	49/2	00	27	35
	51/2	00	43	78
	51/3	00	00	10
	60	00	17	75
	61	00	44	40
	67/5	00	37	24
	67/6	00	27	85
	68/5	00	35	47
	68/2	00	01	70
	68/3	00	13	37
	69	00	36	33
	84/3	00	26	13
	85	00	10	10
	86	00	25	30
	87	00	53	55
2) BOYANAPUDI (Contd)	97/2	00	49	80
	95/1A	00	35	10
	95/2B	00	01	10
	97/1G	00	09	62
	97/1F	00	09	66
	97/1E	00	07	26
	98	00	00	55
	99/4	00	00	55
	99/5	00	11	70
3) MAMILLADODDI	4/1	00	29	30
	4/2	00	01	30
	5/1	00	33	78
	6/3	00	08	64
	5/2	00	00	82
	In Svy. No.10	00	14	89
	10	00	07	75
	16	00	34	51
	18/2/4	00	23	72
	18/2/3	00	02	50
	18/2	00	18	04
	18/1	00	02	28
	19	00	19	39
	20	00	16	26
	31/3	00	47	15
	28/2	00	06	13
	28/1	00	40	98
	29/1	00	20	48
	29/2	00	16	49
	29/3	00	03	21

1	2	3	4	5
3) MAMILADODDI (Contd)	26	00	32	06
	53	00	31	67
	52	00	11	87
	55	00	14	52
	50/1	00	07	33
	61/1	00	06	39
	62/2	00	17	62
	62/3	00	29	54
	62/4	00	02	58
	73	00	04	58
	74	00	21	19
	78	00	82	96
	76/2/2B	00	25	95
	76/1	00	06	36
	77/1	00	78	79
	77/2	00	09	74
4) VALLURU	161	00	23	83
	160/4	00	07	19
	160/3	00	06	09
	159/2	00	05	57
	158/1	00	13	59
	158/2	00	13	11
	157/2C	00	08	26
	157/2A	00	04	57
	157/1	00	05	86
	156/2	00	36	92
	152	00	09	00
	151/3	00	10	10
	151/4A	00	07	50
	151/1D	00	02	28
	151/1B	00	06	81
	151/1A	00	30	40
	150/1C1	00	00	70
	150/1B	00	08	71
	148/3	00	03	98
	150/1A	00	22	56
	148/1	00	09	92
	146	00	12	58
	145/9	00	08	14
	145/5	00	09	76
	145/3	00	09	39
	144/2	00	11	71
	143/2	00	54	25
	143/1	00	19	16

[F. No. L-14014/20/2009-G.P.]

SNEH P.MADAN, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 17 मई, 2010

का.आ. 1455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 136/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/101/1991-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th May, 2010

S.O. 1455.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 136/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 7-5-2010.

[No. L-22012/101/1991-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/136/91

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Mangtu Ram,
S/o Shri Madhaw Ram,
Qr. No. G/68 Block,
SECL, Korba Colliery,
PO Korba Colliery,
Distt. Bilaspur

.....Workman/Union

Versus

Sub Area Manager,
SECL, Manikpur Colliery,
PO Manikpur Colliery,
Distt. Bilaspur

.....Management

AWARD

Passed on this 21st day of April, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/101/91-IR (Coal-II) dated 29-7-91 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Sub Area Manager, SECL, Manikpur Colliery, Distt. Bilaspur, in terminating the services of Shri Mangtu Ram S/o Madhaw Ram, General Mazdoor Cat-I w.e.f. 25-5-90

is legal and justified? If not, then what relief the concerned workman is entitled to?”

2. The case of the workman, in short, is that the workman was working as Mazdoor from 2-4-65. He became ill from 11-5-89 to 25-5-90. It is stated that he sent an application on 26-5-90 regarding medical leave by registered post when he went along with medical certificate on 27-5-90 for joining, he came to know that he had been terminated from service. He again filed a representation on 4-7-90 for reinstatement. It is alleged that he was not served with a chargesheet and the entire proceeding was done without giving opportunity to defend himself. Lastly he was terminated vide order No. 1668-78 dated 19-5-90 w.e.f. 18-5-90. It is submitted that the workman be reinstated with back wages.

3. The management/non-applicant appeared and contested the reference by filing written statement. The case of the management, inter alia, is that the workman was General Mazdoor w.e.f. 20-5-1965 instead of 2-4-1965. The workman was absent from his duty from 11-5-1989 to 25-5-90 without any intimation to the management. It is stated that a charge sheet dated 28/29-11-1989 was sent to him for his unauthorized absence from duty on the address as recorded in his service record by post but the same was returned unserved. Lastly the notice was published in the Daily Nav Bharat on 29-1-1990 when he failed to appear, the Enquiry Officer proceeded ex parte against him. The Enquiry Officer found him guilty of misconduct under para 17(1)(6) of the Certified Standing Orders. The Disciplinary Authority on the finding of the Enquiry Officer, dismissed the workman from service w.e.f. 18-5-1990. It is submitted that the workman is not entitled to any relief.

4. After filing statement of claim, the workman also absented in the reference. Lastly the then Tribunal proceeded ex parte against the workman on 17-2-2005.

5. The issue for adjudication is as to whether the departmental proceeding is valid and proper. If not, what relief the workman is entitled to?

6. The management has adduced ex parte evidence in the case. The management witness Mr. M.J. Jabbar is Personnel Manager. He has supported the case of the management. His evidence shows that the workman Shri Mangtu Ram was absent from 11-5-89 to 25-5-90 without any information to the management. He has stated that departmental enquiry was initiated and notice was published in the daily news paper which is Annexure M/4. When the workman did not appear, ex parte enquiry was conducted by the Enquiry Officer and after enquiry the charges were found proved against him. The Enquiry report was submitted by the Enquiry Officer. Thereafter, Sub Area Manager passed the order of termination w.e.f. 18-5-1990. His evidence is un rebutted and there is no reason to disbelieve the evidence. Thus it is proved that full opportunity was given to the workman but he had himself

not participated in the enquiry. Thus the enquiry is held proper and legal.

7. The reference is proceeded exparte against the workman. It appears that the punishment imposed on the workman is just and proper. There is no other evidence on the record to show that the punishment was disproportionate to the misconduct committed by him because it is a long absence. Moreover the conduct also shows that he is also absent in Court. Thus the reference is answered in favour of the management.

8. In the result, the award is passed exparte against the workman without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 मई, 2010

का.आ. 1456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 94/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/531/1994-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th May, 2010

S.O. 1456.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/95) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 7-5-2010.

[No. L-22012/531/1994-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/94/95

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Jagdish Singh,

General Secretary,

Koyla Mazdoor Sabha (UTUC),

Post Dhanpuri,

Distt. Shahdol (MP)

... Workman/Union

Versus

Sub Area Manager,

Burhar Area,

South Eastern coalfields Limited,

Post Dhanpuri,

Distt. Shahdol

... Management

AWARD

Passed on this 20th day of April, 2010

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/531/94-IR(C-II) dated 25-5-95 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Sub Area Manager, Burhar Sub Area of SECL, Post Dhanpuri, Distt. Shahdol (MP) in not promoting/regularizing Shri Premdas S/o Shri Indrabhan, Token No. 246, Burhar Colliery No.3 on the post of Loading Supervisor from the date of taking his services on the said post is justified or not? If not, what relief the workman concerned is entitled for”

2. The case of the workman in short is that he was working as a Loading Supervisor at Burhar Colliery of Burhar Sub Area of SECL. After closing the said colliery, he was transferred to Chachai Colliery where he was also working as Loading supervisor but he was not regularized on the said post. The workman claims to be regularized on the said post.

3. The management non-applicant appeared and contested the reference by filing written statement. The case of the nonapplicant, interalia, is that the workman Shri Premdas was initially appointed as casual mazdoor category No. 1 on 2-5-1970. Thereafter he was regularized on the post of clipman. It is denied that he has ever worked as Loading supervisor. It is stated that promotion is done as per cadre scheme and there is no post of Loading Supervisor in cadre scheme as claimed by the workman. Under the circumstances, the workman is not entitled to any relief.

4. After filing the statement of claim, the workman became absent. Lastly the then Tribunal proceeded exparte on 6-8-08 against the workman.

5. The important issue is that the workman is entitled to be promoted/regularized as Loading supervisor as has been claimed by him.

6. To prove the case, the non-applicant has examined one witnesses and has filed photocopies of documents. The management witness Shri Dharmajan Panicker was Deputy Personnel in Burhar Sub Area. He has stated that he was initially appointed as casual mazdoor Cat No. 1 on 2-5-1970. Thereafter he was regularized as a clipman. He has also denied that the workman had ever worked as

Loading supervisor and there is no post of Loading Supervisor in the cadre scheme. In support of the oral evidence, the photocopies of the service record of the workman is filed. The said service record further corroborates that he was working as a clipman and was promoted to the clipman Cat V. There is nothing on the record to show that the workman was working as Loading Supervisor. The management evidence is un rebutted, as such there is no reason to disbelieve his evidence. Accordingly the reference is answered in favour of the management/non-applicant.

7. In the result, the award is passed exparte against the workman without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 मई, 2010

का.आ. 1457.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 196/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/228/1994-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th May, 2010

S.O. 1457.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 196/94) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 7-5-2010.

[No. L-22012/228/1994-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/196/94

Presiding Officer : Shri Mohd. Shakir Hasan

Dy. President (Central),
Chhattisgarh Swatantra Mazdoor Union,
Rajgamar Colliery Branch,
Distt. Bilaspur

...Workman/Union

Versus

Chief General Manager,
SECL, Korba Area,
Post Korba Colliery,
Distt. Bilaspur

...Management

AWARD

Passed on this 22nd day of April 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/228/94-IR-(C.II) dated 7-10-94 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Rajgamar Colliery, SECL, Korba Area in dismissing Shri Surajram, S/o Baburam, Ex-Loader from service w.e.f. 1-4-93 is legal and justified? If not to what relief the workman is entitled to?”

2. The case of the union/workman, in short, is that the workman, Shri Suraj Ram was working as Loader on permanent post at Rajgamar Colliery of SECL. He was taken into judicial custody on 30-10-92 and was released from custody on 30-3-93. As such, he was absent from duty. The management is said to have terminated him from service on his absence from duty on 1-4-93. It is stated that the workman took active participation in the Union work and therefore he was victimized and was terminated without giving him reasonable opportunity to explain his absence which was beyond his control. He is said to have filed representation several times explaining his absence but no order was passed though in other case the management had considered in similar cases. It is submitted that the workman be reinstated with back wages.

3. The management/non-applicant appeared and filed Written Statement in the reference. The case of the management, in short, is that the management was not aware of the fact that the workman was in jail from 30-10-92 to 29-3-93. Since no information was given to the management either by the workman or the jail authority of his unauthorized absence without any intimation or permission, a departmental enquiry was initiated against him. The notices were sent to the workman on the address but the same were returned undelivered. Lastly the management proceeded departmental enquiry exparte against him. In the departmental enquiry, the charge was found proved and the workman was terminated on 1-4-93 under the provision of clause 26.30 of the certified standing order. It is stated that the action of the management is justified and the workman is not entitled to any relief.

4. After filing statement of claim in the reference, the Union/workman became absent. Then the Tribunal proceeded the reference exparte against the Union/workman on 5-3-2008.

5. The first issue is that whether the departmental enquiry conducted against the workman/Union is legal and proper.

6. The Written Statement of the management/non-applicant at para-9 shows that it is an admitted fact that before starting exparte departmental enquiry, all notices sent to the workman were returned unserved. There is nothing in the pleading that other means were adopted to complete the service of the notice. This itself shows that exparte departmental enquiry is not justified and the workman had not been given reasonable opportunity to defend himself. Accordingly the departmental enquiry is held illegal and invalid. However the management is permitted to prove misconduct of the workman in Court.

7. The management/non-applicant filed a petition dated 20-4-2010 that the workman has not adduced any evidence on any points, the management does not want to adduce any additional evidence and the final award be passed.

8. On the basis of the submission made by the management, the another point is as to whether the Management is able to prove misconduct against the workman in Court.

9. There is no evidence of either parties on the record. Thereafter except the evidence of one management witness Shri Manoj Kumar who was Asstt. Colliery Manager at Rajgamar Sub Area from 2-9-1986 to 2-6-1994. His evidence is on the point of departmental enquiry which is held illegal and not proper. The Union/workman became absent in the reference and has not raised the dispute. As such, it is a case of no dispute. Accordingly the reference is answered.

10. In the result, no dispute award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 मई, 2010

का.आ. 1458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.एल.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 7/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-2010 को प्राप्त हुआ था।

[सं. एल-22012/47/2009-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th May, 2010

S.O. 1458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the

Industrial dispute between the management of Neyveli Lignite Corporation Ltd. and their workmen, received by the Central Government on 7-5-2010.

[No. L-22012/47/2009-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 23rd April, 2010

Present : A.N. Janardanan, Presiding Officer

Industrial Dispute No. 7/2010

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Ltd. and their Workman)

BETWEEN

Sri R. Gunasekaran : I Party/Petitioner

Vs.

The Director (Personnel) : II Party/Respondent
Neyveli Lignite Corporation Ltd.
Neyveli

APPEARANCE

For the 1st Party/Petitioner : Since deceased

For the 2nd Party/Management : M/s N.A. K. Sarma

AWARD

The Central Government, Ministry of Labour vide its Order No. L-22012/47/2009-IR (CM-II) dated 21-1-2010 referred the following Industrial dispute to this Tribunal for adjudication :—

The schedule mentioned in that order is :

“Whether the action of the management of Neyveli Lignite Corporation Ltd. in terminating the services of Shri R. Gunasekaran w.e.f. 15-6-2001 is legal and justified ? To what relief the claimant entitled for ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I D 7/2010 and issued notices to both sides. Respondent entered appearance through his counsel but the petitioner was reported dead. The ID then stood posted for further steps to implead the legal representatives of the petitioner and the ID continued to be posted from time to time. While so on 16-4-2010 the counsel for the Second Party filed a memo together with a xerox copy of the Death Certificate dated 9-1-2009 in respect of the registration of the death of the petitioner. It is stated in the memo that the wife of the deceased petitioner has requested the Second Party to settle all benefits due to the deceased First Party.

3. In the memo it is prayed for appropriate orders.

4. The referred question is whether the termination of service of R. Gunasekaran, deceased petitioner by the Management of Neyveli Lignite Corporation is legal and justified?

5. Now the petitioner is dead. By the reason of his death should the termination be challenged the legal representatives of the petitioner may get on record by being impleaded as legal representatives of the deceased petitioner if in spite of the death of the petitioner, the original claimant, the claim for adjudication as to the legality and justifiability of the termination still survives for such a finding. But so far no legal representatives of the deceased petitioner have sought to be impleaded by appearing before this Tribunal and raised any claim that the dispute still survives for adjudication and is to be continued. Therefore, the claim is only to be held as not surviving for adjudication and hence the same abates.

6. In view of not continuing the process for adjudication and no evidence adduced in support of the claim the same is only to be answered against the petitioner/legal representatives. So ordered. Therefore, the petitioner/legal representatives are not entitled to any relief.

7. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the Open Court on this day the 23rd April, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None

For the II Party/Management : None

Documents Marked :

On the Petitioner's side

Ext. No.	Date	Description
Nil		

On the Management's side

Ext. No.	Date	Description
Nil		

नई दिल्ली, 10 मई, 2010

का.आ. 1459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स यू.पी. एयरवेज लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-05-2010 को प्राप्त हुआ था।

[सं. एल-11012/80/1999-आई आर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 10th May, 2010

S.O. 1459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s U.P. Airways Limited and their workman, which was received by the Central Government on 10-05-2010.

[No. L-11012/80/1999-IR(C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA

I.D. No.26/2000

Dated 22-4-2010

IN THE MATTER OF DISPUTE :

BETWEEN:

Shri Dharmbir Khola,
S/o Shri Rati Ram Khola,
Village & P.O. Zainabad,
Distt. Rewari (Haryana)

...Workman

And

The Manager, (HRD)
M/s. UP Airways Limited,
A-2, Defence Colony,
New Delhi-110024

...Management

AWARD

The Central Government, Ministry of Labour and Employment vide Reference Order No. L-11012/80/99-IR(C-I) dated 17-2-2000 has referred the following Industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of UP Airways, A-2, Defence Colony, New Delhi in dismissing the services of the workman Shri Dharmbir Khola w.e.f. 12-1-98 is just and fair? If not to what relief is the workman entitled?”

2. The workman filed his statement of claim dated 31-07-2000. The management filed its written statement dated 26th August, 2002. Thereafter rejoinder on 20-03-2003 was filed by the workman. In order to prove his case, he has completed his evidence. However, evidence from the side of the Management was yet to be completed. On 22-04-2010, when this matter was listed, it was informed

that settlement had taken place between the parties. Settlement Deed has also been filed. It has been signed by the workman and his A/R, as well as by the A/R of Management. The workman has not pressed his claim for reinstatement in service. He has accepted a sum of Rs.1,10,000 (Rs. One Lac Ten Thousand only) paid to him in the court vide Pay Order No. 595233 dated 17-04-2010 for Rs. 1,10,000 drawn on Indian Overseas Bank, Daryaganj, New Delhi, towards the full and final settlement of his claim made by him against the Management U.P. Airways Ltd. in I.D. No. 26/2000. It has further been mentioned in the settlement that no claim remains subsisting against the Management from the side of the workman. As the dispute has been amicably settled between the parties the reference sent by the Central Government bearing I.D. No. 26/2000 stands disposed of as fully settled and satisfied between the parties in terms of the settlement filed this court.

Award is passed accordingly.

SATNAM SINGH, Presiding Officer

नई दिल्ली, 11 मई, 2010

का.आ. 1460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं फूड कॉर्पोरेशन आफ इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 69/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-05-2010 को प्राप्त हुआ था।

[सं. एल-22012/41/2006-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workman, received by the Central Government on 11-5-2010.

[No. L-22012/41/2006-IR.(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, I.O., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No.69 of 2008 and old No. as (I. D. 18 of 2006 in CGIT, New Delhi)

BETWEEN

General Secretary,
FCI Mazdoor Sangh, U.P.,
6-Naveen Market, Kesarbagh,
Lucknow.

And

Sr. Regional Manager,
Food Corporation of India,
98 Nashville Road,
Dehradun.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-22012/41/2006-IR.(CM-II), dated 1-6-2006, has referred the following dispute for adjudication to this Tribunal.
2. Whether the demand of FCI Mazdoor Sangh (UP) is fair and just to declare that the discontinuance of operation carried out at SD Jwalapur from 23-1-99 onwards (except for the period from 13-5-99 to 19-5-99 & from 10-7-03 to 12-1-04) and the termination of the services of 180 workmen employed under Direct payment system by the management of FCI in the guise of closure is illegal and unjustified? If so to what relief the workmen concerned (as per the list attached) are entitled to?
3. Brief facts are 180 claimants filed this claim statement through FCI Mazdoor Sangh U.P., through General Secretary, Mohd. Zubair, claiming that the reference may be answered in affirmative in favour of the claimant union and holding that the action of the management in discontinuing the operations at Jwalapur Depot for the time period mentioned in the reference and the termination of these workmen employed under direct payment system by the management in the guise of closure is illegal and unjustified and the workmen are entitled to be reinstated in service with back wages. It is also prayed that the management be directed to forthwith make Jwalapur Depot Operational under direct payment system.
4. It has been alleged by the Authorized Representative of the claimant that there has been a corrigendum in the reference order and now it pertains to 200 workmen instead of 180 workmen. This fact has been denied and opposed by the opposite party. I have seen the reference order at present there is no such corrigendum is existing in the reference order.
5. It has been alleged that the present dispute relates to the Jwalapur Depot of the opposite party where the members of the claimant union i.e., FCI Mazdoor Sangh were employed and engaged. It is stated that the management has been following the policy of unfair labour practice and have been engaging the

workmen through the agency of various contractors, though the entire supervision of administration of the work being performed by the workmen is done directly by the management of opposite party that is the whole system of contract labour was a sham. The nature of work at the godown situated at Jwalapur is permanent and perennial in nature and the workmen are needed for the proper functioning of Jwalapur Depot to perform the function of Transport that is loading and unloading. As unfair labour practice was being followed so the Union raised the demand for eliminating the system of engaging a contractor. At other depots the workers were directly engaged by the management and were being paid directly by the management. In the month of October 1998, the management deprived the work to the twenty workers of the union at Jwalapur Depot. The said workers filed writ petition before the Hon'ble High Court Allahabad. Thereafter the management of opposite party stopped all the work at Jwalapur and a writ petition has been filed by 180 workmen against the opposite party before Hon'ble High Court, Allahabad. Now it is an admitted fact of both the parties that various writ petitions have been filed by the claimant union before Hon'ble High Courts and whatever the orders passed in those writ petitions by the Hon'ble High Court have been mentioned by the claimant in para 8 of the claim petition. It is pertinent to mention that in special appeal no. 111 of 2004 filed by the FCI before Hon'ble High Court of Uttaranchal at Nainital passed an order that the matter be placed before ALC for the conciliation proceeding and if the matter could not be resolved then the Government should make a reference to the Labour Court and the Labour Court shall decide the dispute according to law. In Para 9 of the claim petition what ever the agreements had arrived at have been mentioned. It is also alleged that as per directions of the management through Senior Regional Manager letter dated 1-5-99 sent to District Manager to carry out all depot operation under direct payment system with immediate effect, the work was done by the members of the union under direct payment system and Identity Cards were also issued to all the members of the claimant union which were signed by the District Manager and counter-signed by the Assistant Manager in terms of settlement between the claimant union and the Management, the depot was opened under the system of DPS on 13-5-99 to 19-5-99 and 10-7-03 to 12-1-04 and all the members of the claimant union were engaged without the agency of any contract and no wages have been paid by the management to the members of the claimant union for the work done during the said period. It is alleged that the management had stopped the operation of the Jwalapur Depot without following due process/procedure provided under the Industrial Disputes

Act, 1947. They have not sought any prior permission from the appropriate authority before closing the Jwalapur Depot. Even if it is said that the work / operation at the Jwalapur Depot has been suspended temporarily it amounts to lay off as per provisions of the Industrial Disputes Act and for that also prior permission is required from the appropriate Government before laying off which has not been followed. As such opposite party has acted in violation of the provisions of the Industrial Disputes Act, 1947. It is also alleged that since more than 100 workmen were engaged as such provisions of Chapter V-B of the Industrial Disputes Act, 1947, is applicable and the opposite party is required to follow the provisions of Sections 25 M 25 O and other provisions of the Industrial Disputes Act. Therefore, they have prayed for the aforesaid relief.

6. Opposite party has filed the written statement. They have contradicted the averments made by the claimant union. It is alleged that statement of claim is liable to be dismissed for misjoinder of parties. It is stated that the services of the labourers were hired by the corporation i.e. FCI on contract basis as per provisions of the Contract Labour (Regulation & Abolition) Act, 1970. It is said that FCI had a storage capacity of 2000 m.t. at FSD, Jwalapur from State Government as per requirement at that instance. It is prerogative of the management to introduce any type labour system namely HTC system, DPS, Department Labour etc. Management has introduced HTC system at Jwalapur at FSD, Jwalapur. FCI appoint HTC for a particular depot on regular basis for two years or on ad-hoc basis for three months or on day to day basis. According to the HTC system they supply labour for depot operation made payment to them, raise the bills to the FCI for reimbursement on the terms and conditions agreed in the tender form. HTC was the sole employer for the labour. After the expiry of his contract period he is free to use his labour at his own discretion. FCI neither engaged labour in the said system nor is his employer of the labour. Hence, there is no direct master and servant relationship between the FCI and the labourers in the said system, but the system of HTC could not function smoothly at FSD Jwalapur. Appointment of HTC makes it clear that direct labour under DPS system was not engaged by FCI at any point of time. It is also mentioned that any of the system cannot be introduced till the previous system is abolished. According to procedure the competent authority has to issue notification for abolition of system and introduction of other system. No such notification has been issued by the competent authority about abolition of HTC system function at the depot till the closure of the operation at FSD, Jwalapur. The said HTC system was smoothly functioning at FSD, Jwalapur, but due to interference of labour who were claiming that they have worked at FSD Jwalapur, unrest started. It

increased due to interference of various labour groups and unions filed so many writ petitions before the Hon'ble High Court Allahabad its Lucknow Bench and High Court, Nainital. The Hon'ble High Court has passed interim orders in those writ petitions as a law abiding body FCI fully tried either to comply with the interim orders within its limits or filed objections as per law. Out of the numerous writ petitions the seven writ petitions numbers 4243/01, 4793/01, 2379/99, 57/04, 5539/01, 2467/2000, 1981/03, 239/04, 948/03 have been finally disposed of by the Hon'ble High Court Nainital vide order dated 14-09-05. Apart from these writ petitions other writ petition No. 6126/96 and others are still pending before the various High Courts.

7. In para-wise reply it is also stated that the work at Jwalapur was neither permanent nor perennial. It is also stated that unlawful interference by the group of labours are not only spoiling system but also caused huge loss to the FCI. It is alleged that FCI never engaged direct labours at FSD, Jwalapur nor paid any wages to them at any point of time directly. It is alleged that the claimant has no legal right to claim and the claim is liable to be rejected.
8. Claimant has filed rejoinder wherein they have contradicted the averments made by the opposite party in their written statement and reiterated the averments made in the claim petition.
9. Both the parties have filed oral as well as documentary evidence.
10. Claimant has filed numerous documents. These documents were filed previously in the Central Government Industrial Tribunal, New Delhi. This reference was transferred to this Tribunal at the instance of union.
11. Claimant has filed photocopies of copies of wages register running from pages 1 to 120, ranging from 30-10-94 to the year 1996, copies of the minutes of the meeting dated 26-3-98, copies of letters dated 28-3-98, 22-12-98, 8-1-99, 18-3-99, 6-4-99, 24-4-99, 1-5-99, 13-5-99, 27-7-99, 5/13-8-99, 23-9-99, 19-6-2000, 8-7-03, 18-7-03, 8-11-05, and other numerous letters which are on the index list filed by the claimant/running at serial numbers 13-13-14 and so on. They have also filed copy of minutes of meeting dated 3-1-99, 29-5-99. They have also filed copy of telegram and fax dated 11-1-99, 10-3-99. They have also filed copy of Identity Cards at serial No. 23. They have also filed copy of record of discussion held with FCI Mazdoor Sangh at FCI Regional Office Lucknow on 1/2-9-2000, copy of tender notice, copy of order dated 10-8-04, copy of statement of claim filed before ALC, copy of proceedings etc.
12. Opposite party has also filed certain documents vide list 3/1. They have filed appointment letter of Bhartiya Sahkari Shram Samida Samiti (in future referred to as

BSSSS). Appointment letter of Dheer Singh, Bishan Pal as HTC Jwalapur and joining report, appointment letter of M/s Mahipal Giri at HTC Jwalapur, appointment letter of M/s Rana Transport Company Jwalapur and joining report, bill and payment sheet of HTC, Sanction order of different HTC.

13. It was a case relating to 180 workmen. After discussing with both the parties my learned predecessor passed an order on 17-12-05 that on behalf of all the workmen General Secretary of the claimant union can produce his statement and he was summoned vide order dated 17-12-05, therefore, this order is final and no party is prejudiced vide this order.
14. Before this certain claimants have filed their affidavits separately but as they were not produced for cross examination or any other purpose so their affidavit is not being looked into and this point has not been opposed by anyone before me.
15. Therefore Sri Mohd. Zubair appeared in evidence he filed his evidence through affidavit and his evidence has been marked as W.W.1. He has been cross examined.
16. Opposite party has also produced Sri K. S. Badwal, Manager Legal as a witness as M.W.1.
17. On the pleadings of both the parties issues were framed on 15-3-07 before CGIT New Delhi. The following issues were framed.—
 - a. Whether the claim is bad for mis-joinder of parties as alleged in Para 2 of the written statement.
 - b. Whether the services of the workmen were hired through agency/contractor as alleged in Para 3 of the written statement.
 - c. Whether the unit of the Jwalapur Depot has been closed or the work has been shifted to Roorki Depot as claimed by the workmen.
 - d. Whether the unit Jwalapur has been closed as alleged by the management respondent or whether the work has been received by Roorki Depot as claimed by the workman. If so its effect.
 - e. In terms of reference.
18. I have gone through the record evidence heard the arguments of both the parties carefully at length I have also perused the entire documentary as well as oral evidence. Though there are numerous documents filed by the parties, I will be considering and taking cognizance of all such document which has been referred before me specifically.

Issue No. 2

19. I am taking this issue on priority basis as it goes to the root of the case.
20. It is contended by the opposite party that the services of the claimants were hired by the opposite party

through the agency on the contract basis as per provision of the Contract Labour (Regulation & Abolition) Act, 1970, opposite party has never deployed any labour at any point of time but appointed handling-cum-transport contractor (in short HTC) and got the work done through them. Opposite party has filed documentary evidence indicating the names of the contractor through whom the claimants were engaged for labour work. They have filed paper No. 3/2 and 3/3. These are papers issued by the FCI to the Secretary M/s. BSSSS Limited, for providing labour at Jwalapur Depot and 3/3 is the paper given by the Secretary BSSSS Limited, Meerut. Similarly paper No. 3/4, to 3/9 is the papers relating to employment of contractor from different time to time. Opposite party has mentioned the details of these contractors in their affidavit. There is no cross examination by the claimant side on this point.

21. On behalf of all the claimant General Secretary Sri Mohd. Zubair has filed his affidavit in evidence as a witness W.W.1. I have gone through his statement. He has clearly admitted that all these workers in this claim petition had worked under the contractor. He also admitted that he had also worked under contractor Sri Ram Avtar. He had also admitted that the payment voucher/wages payment which have been filed by the claimant, all these payments have been made through contractor Ram Avtar. Claimant has alleged that for a short period i.e. from 13-5-99 they have been paid under the direct payment system, but during arguments no such evidence has been referred before me from which I can infer that there had been direct payment system adopted by the opposite party. Therefore, from the evidence it is clear that there no relationship of master and servant. These workmen were never employed or engaged by the opposite party FCI directly. They were employed through the contractor after issuing orders/notifications. Initially the burden was on the claimant side to prove that they were employees of the opposite party but they have not been able to prove it.
22. Claimant has also alleged that the work was of a permanent and perennial nature and the employment of the labour through contractor was sham, and the opposite party has adopted unfair labour practice. Though there is no issue framed on this point but this point is also referred in the reference. So I have also analyzed this point.
23. Opposite party has specifically stated in their affidavit that after the expiry of the contract of Sri Dheer Singh, Bishan Pal and Mahipal Giri, contractors M/s. Rana Transport Corporation was appointed as regular HTC for a period of two years. After appointment of new contractor i.e. M/s Rana Transport the Ex-contractors labours created unrest and insisted for their inclusion of labour by the newly

appointed contractors, who had already engaged their workers for handling work of the depot, the depot became paralyzed and stopped delivery. The State Government were badly affected. Therefore to solve the problem a meeting was held at regional office with the FCI workers union on 20-6-98 in which it was agreed that the workers who were working with earlier contractors may be employed with the existing contractor and the list of the worker shall be provided by the union. But the existing contractor was not ready to engage the labours of ex-contractors. Hence the efforts taken by the regional level meeting could not be materialized. FCI also contacted the ex-contractor H.S. Dheer Singh on 13-5-98 at Jwalapur to obtain the list of 80 workers so that the work may be provided to them through existing contractor M/s. Rana Transport. But the ex-contractor Sri Dheer Singh flatly refused to give anything in writing therefore, it was not possible to the FCI to work with the current contractor and depot became stand still for long time. It is also mentioned that Sri Dheer Singh has also filed I.D. Case under the grab of fabricated union in Delhi Court.

24. There is no cross on this point by the claimant side.
25. Discussion of this evidence on this point will also dispose off issue No. 3 (C) and 4 (D) which are also related to the same type of evidence.
26. The further contention of the AR of the claimant side that issuance of identity cards to the labours by the opposite party shows that there is a relationship of master and servant. Opposite party has contradicted this fact. First they contended that no original I cards have been filed. It is also contended that on certain cards signature of the Assistant Manager has been done on a previous date on 14-5-99 and the photographs have been affixed on 17-5-99. Claimant has also admitted in his cross that contractor Sri Ram Avtar has also issued I cards to certain labours. In this context paper No. 146 to 181 have been filed. I have examined the papers ranging from 146 to 181. It is true that before the signature of Assistant Manager Depot there is a date 14-5-99 and in front of photograph there is a date 17-5-99. Therefore these are different dates and original have not been filed.
27. In this regard opposite party AR sympathetically argued that FCI is a big organization and when any work is to be taken from a number of persons or labours, just to keep the security provision and safety of the workers, I card might have been issued with the concurrence of the contractor but it does not mean that just issuance of I card will mean that they will become the employees of the FCI. I find force in the contention of the opposite party. Claimant has also admitted in his cross that I cards number page No. 264 to 281 have been issued through contractor

Ram Avtar through depot in-charge Nand Kishore Gupta. The workers in their pleadings and evidence have not denied their engagement through the contractor but said that the appointment of contractor is a sham transaction.

28. I have already said to prove that it was a sham transaction of the employment of the contractor the initial burden lies on the shoulder of the claimant. According to the evidence they have not been able to discharge their burden. Claimant has also not been able to prove that they were being paid by DPS system. W.W.1 has specifically admitted seeing the payment register that the payments were made through the contractor Ram Avtar.
29. Opposite party has contended that as the labours were not directly employed by them therefore the worker do not fall under the definition of workmen. I agree with the view of the opposite party therefore, there is no force in the contention of the authorized representative for the claimant that these labours are workmen and before removing them or laying off the opposite should have followed the provisions of Section 25 M and 25 O of the Industrial Disputes Act, 1947. Opposite has employed labour through the Contract Labour (Abolition and Regulation) Act, 1970. Opposite has contended that it is their prerogative. I agree with the view of the opposite party.
30. Therefore, considering and analyzing the whole evidence on record and otherwise it has been found that these workmen were hired through agency/contractor as claimed by the opposite party. Therefore issue No. 2 (b) is decided in affirmative in favour of the opposite party.
31. Regarding issue No. 3 and 4 it has been framed like this.
32. Whether the unit of Jwalapur Depot, has been closed.
33. But going through the reference there, in the reference order it is mentioned whether the demand of FCI Mazdoor Sangh is fair and just to declare that discontinuance of operation carried out at FSD Jwalapur from 23-1-99 on wards (except for the period 1999 to 19-5-99 & 10-7-03 to 12-01-04).
34. In this regard as I have already discussed the evidence adduced by the opposite party as M.W./1 that labour unrest was created by the unions of the labours in between the previous contractor and the existing contractor. They tried to solve the dispute in between them but they did not agree and they did not permit the FCI to continue the work and they incurred heavy losses. It is also said that supply could not be made to the State Government. It is also said that the unions have filed numerous petitions and industrial dispute cases, so it has been found that the work was discontinued and operation was

discontinued at FSD Jwalapur by opposite party but due to unrest of the labour unions. Opposite party has not discontinued the work mala fide. They did their best to start the work, but the unions/workers are not agreeing to continue the work.

35. Therefore, it is decided that the action of the opposite party was just and fair in discontinuing the work at Jwalapur Depot.
36. It is also the contention of the auth. Representative for the claimant that the evidence of M.W./1 be not read as he has not been authorized. Opposite party has contended that Sri K. S. Badwal is holding two positions i.e. as Manager Legal and Manager/Admn. Security and he has been permitted by the General Manager to give evidence. They have filed authorization letter, therefore, there is no force in the contention of the AR for the union.
37. In issue No. 3 and 4 there is one more part whether the work has been shifted to Roorki Depot as claimed by the workmen. In this regard I would like to say that the burden initially lies on the workmen. They have not placed any arguments or evidence before me from which I may conclude some thing. Moreover there is nothing in the reference order, which bound down this tribunal/court to decide this fact whether the work has been shifted to Roorki or whether the work of the unit has been received by Roorki. So this part of the issues I am disposing it off against the claimant. Therefore, issue No. 3 and 4 are decided and disposed off with the observation made above. Again to put it that the unit of Jwalapur Depot has been discontinued due to labour unrest and there is no mala fide on the part of opposite party. Therefore, issue No. 3 and 4 is disposed off accordingly.

Issue No. 1

38. The A.R. for the opposite party has contended that the claimant has filled their claim statement making Food Corporation of India as opposite party. It is contended that FCI in itself is not a proper entity. It should have been through someone like General Manager or party. I agree with the contention of the opposite party. Therefore, it will also be treated as misjoinder of parties.

In terms of reference :

39. Therefore, from the discussion made above, reference is decided against the workmen they are not entitled to any relief. There is no illegality or mala fide found on the part of the opposite party.
40. Reference is disposed off accordingly.

Dated 3-5-2010

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 मई, 2010

AWARD

का.आ. 1461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं आर्कियोलॉजिकल सर्वे ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 27/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/202/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Archaeological Survey of India, and their workmen, received by the Central Government on 11-5-2010.

[No. L-42012/202/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present: Shri J. SRIVASTAVA, Presiding Officer,

C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 27/2006

Date of Passing Award, 29th April, 2010

BETWEEN:

The Management of the Dy. Superintending
Horticulturist, Archaeological Survey of India,
Division-IV, Lewis Road, Bhubaneswar.

.....1st Party-Management.

AND

Their Workmen represented through the General
Secretary, Archaeological Survey of India Workers
Union, Barabati Fort, Cuttack-753001. ...2nd Party-Union

APPEARANCES:

Shri Sunakar Pradhan, ..For the 1st Party
Management

Authorized Representative.
Shri Ajaya Kumar Pattnaik
General Secretary.

...For the 2nd Party-
Union

The Government of India in the Ministry of Labour and Employment, New Delhi in relation to the Management of Archaeological of India and their workmen has referred the following dispute to this Tribunal-cum-Labour Court vide its letter No. L-42012/202/2005-IR (CM-II), dated 5-10-2006:

"Whether the action of the management of Archaeological Survey of India, Bhubaneswar in not regularizing the services of Shri Surendra Kumar Behara and 9 others (as per list enclosed) is legal and justified? If not, to what relief these workmen are entitled?

2. Being noticed the 2nd Party-Union filed their statement of claim, in reply to which the 1st Party-Management has filed their written statement. After that the 2nd Party-Union has filed a petition before this Tribunal/Court on 16-9-2009 to close the case, as the 1st Party-Management has expressed their inability to regularize the services of casual workmen as there exists no Group-D posts and agreed to pay 1/30th wages to the 26 Nos. of casual workmen at present working under Konark and Bhubaneswar sub-circle as per applicable norms and rules at an early date. Accordingly the 2nd Party-Union has come up not to press the claim and withdraw the case pending before this Court. The 1st Party-Management has endorsed no objection on this petition. The 2nd Party-Union has also prayed to pass an award on the above terms. Therefore this reference is liable to be decided within its precincts as not pressed and withdrawn and is answered accordingly. However the 1st Party-Management is expected to honour the settlement arrived at bilaterally with the 2nd Party-Union as disclosed in the above petition.

Dictated and Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 11 मई, 2010

का.आ. 1462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 66/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/59/2008-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 66/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank, and their workman, which was received by the Central Government on 11-5-2010.

[No. L-12011/59/2008-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE SRI RAM PAKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 66 of 08

BETWEEN

The Secretary,
Punjab National Bank Workers Union,
128/F/75, Kidwai Nagar,
Kanpur.

AND

The Deputy General Manager,
Punjab National Bank,
Regional Office,
Birhana Road,
Kanpur.

AWARD

1. Central Government, MOL, New Delhi vide notification No. L-12012/59/2008-IR (B-II) dated 26-8-08 has referred the following dispute for adjudication to this Tribunal :—

2. Whether the action of the management of Punjab National Bank in imposing a punishment of withdrawal of special allowance of special Assistant vide order dated 21-11-03 on Sri K.K. Tripathi Special Assistant is legal and justified? To what relief the concerned workman is entitled?

3. After receipt of the reference from the Ministry, repeated registered notices were issued to the union raising the industrial dispute on behalf of the claimant, but neither the representative for the union nor the claimant appeared in the case before the tribunal nor filed statement of claim.

4. Therefore, from the behavior of the claimant/union it is quite clear that the neither the union nor the claimant is interested in prosecuting the case. Reference is therefore answered in affirmative against the union and in favour of the management holding that the action of the opposite party as referred to in the schedule of reference order is neither illegal nor unjust. Consequently it is held that the

union is not entitled for any relief pursuant to the present reference order.

RAM PRAKASH, Presiding Officer

नई दिल्ली, 11 मई, 2010

का.आ. 1463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 61/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/69/2004-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1463.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 61/2004) of the Central Government Industrial Tribunal-cum-labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 11-5-2010.

[No. L-12012/69/2004-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI.

I.D.No. 61/2004

Smt. Kanta Devi W/o Hoshiar Singh,
R/o Jhonju Kalan, Tehsil Charkhi Dadri,
Distt. Bhiwani, Haryana.

... Workman

Versus

The Branch Manager,
Central Bank of India,
Jhonjhu Kalan,
Thehsi Charkhi Dadri,
Bhiwani-Haryana.

... Management

AWARD

Smt. Kanta was engaged for cleaning bank premises and supplying drinking water to the staff and customers on casual basis by the Branch Manager, Jhonju Kalan Branch, Central Bank of India. She worked there for some period. Thereafter her services were disengaged. She raised

an industrial dispute, before the Conciliation Officer. When conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/69/2004-IR(B-II), New Delhi, dated 23rd of November, 97, with following terms :—

“Whether the action of the management of Central Bank of India in terminating the services of Smt. Kanta Devi w/o Shri Hoshier Singh, Waterman w.e.f. 4-6-2002 is just and legal? If not, what relief the workman is entitled to?”

2. Corrigendum dated 20th October, 2006 was issued vide Ministry's Order No. L-12012/169/2004 - IR (B-II) dated 23-11-2004 detailing that in the dispute referred between the management of Central Bank of India and Smt. Kanta Devi for adjudication, the schedule appearing at page 1 may be read as under :—

“Whether the action of the management of Central Bank of India in terminating the services of Smt. Kanta Devi, w/o Shri Hoshier Singh, Waterman w.e.f. 9-11-2003 is just and legal? If not, what relief the workman is entitled to?”

3. Claim statement was filed by Smt. Kanta Pleading therein that service conditions of bank employees are governed by awards of Industrial Tribunals, popularly known as Sastry Award, Desai Award and Bipartite Settlement, arrived at between the Indian Bank Association and Association of the workmen, representing employee of the “banking Industry”. She was employed by the Branch Manager, Central Bank of India, Jhonju Kalan branch on 1-5-1999, to clean the bank premises and to supply drinking water to the staff and customers, during 9 AM. to 5 PM. Her salary was fixed at Rs. 600 per month, which was released in her saving bank account No. 4911., maintained at the aforesaid branch of the bank. She presents that she was given bonus in the months of November, 2000 and September, 2001 and entries to that effect were also made in her pass book. Her salary was reduced to Rs. 450 from Rs. 600 in October, 2001 by the then Branch Manager, without any charge sheet or notice, She was paid reduced salary of Rs. 450 PM upto 4-6-02. Thereafter her salary was again reduced to Rs. 300 PM without any notice or charge sheet. When objection was raised by her, she was threatened of disengagement of her service and advised to keep mum. Her salary of Rs. 300 PM was given to her through vouchers sometimes in her name and sometimes in the name of non-existent persons. Her services were dispensed with on 9-11-2003 without any charge sheet or notice. She presents that she had worked for 4 years 6 months and 4 days without any break in service. After dispensing with her services, some one else was engaged by the management. She claims reinstatement in service with continuity, full back wages and consequential benefits.

4. Management demurred her claim pleading that the reference is not maintainable, since this Tribunal has no territorial jurisdiction to adjudicate it, for the matter pertains to Jhonju Kalan branch of the bank, which falls within the territory of State of Haryana. Services of the claimant were utilized purely on contract and need basis for sweeping bank premises and fetching drinking water for the staff, which job was hardly for 1 or 1-1/2 hours a day. The claimant was paid remuneration at the rate of Rs. 450 per month for sweeping the branch premises and Rs. 150 per month for fetching water, in summer season. She used to get the work done from her family members, as and when she did not feel well or had to go out of station. Smt. Kanta worked on contract/need basis upto 4-6-2002 and thereafter she did not turn up for performing her contractual jobs. Payment of bouns to the petitioner has been wrongly made as she was never in the employment of the management bank. For miscellaneous jobs usually the bank engages persons and their engagements are for a fixed period as well as for a particular work. Smt. Kanta has never been in the employment of the management nor any appointment or retrenchment letter was ever issued to her. There was no privity of contract between the claimant and the bank. Since the claimant was not in the employment of the respondent, therefore, question of issuing any charge-sheet, notice, etc. does not arise. Since the workman did not turn up after 4-6-2002 there was no other alternative except to get the work done from another person on contract/need basis. Her claim is liable to be rejected.

5. Smt. Kanta has examined herself in support of her claim. Shri Harish Chand Chawla (MW1) and Shri Madan Lal (MW2) were examined on behalf of the management. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Brijesh Kumar and Dharam Chand, authorised representative, advanced arguments on behalf of the workman. Shri A.R. Verma, authorized representative, raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

7. Smt. Kanta swears in her affidavit that she was employed at Jhonju Kalan branch of the bank on 1st May, 1999 by the branch manager after judging her suitability and eligibility. She used to perform job of cleaning the bank premises and supply of drinking water to the staff and customers from 9 AM to 5 PM at a monthly salary of Rs. 600. Salary was paid to her by way of transfer in her account No. 4911 maintained in the said branch. She was appointed against a clear/sanctioned vacancy. She unfolded that bonus was given to her in the month of November, 2000 and September, 2001 by way of transfer of money in her account. There was a direct employee and employee relationship between her and the management.

Her work was directly supervised by the bank's officials. Her salary was abruptly reduced to Rs. 450 per month from October, 2001 without any rhyme or reasons. She deposed that she was paid her salary @ Rs. 450 per month till 4th June, 2002, from which date her salary was again reduced to Rs. 300 p.m. by the Branch Manager. When she objected to reduction of salary, she was threatened of her dismissal. Consequently she kept quiet. On 9-11-2003 her services were abruptly terminated by the management without any reason. She was not given any notice or pay in lieu thereof and retrenchment compensation by the management. She worked continuously for four years, six months. After her termination, a fresher was appointed by the management. During the course of her cross examination she concedes that no appointment letter was issued to her. She presents that her job was to sweep, clean and dust the bank premises, fetch water and serve it to the bank staff and visitors. The Branch Manager made enquiries from someone to employ a sub staff. When she was told about that fact, she approached the Branch Manager for job. She further stated that she had not moved any application for her appointment.

8. Shri Harish Chand Chawla swears in his affidavit that Smt. Kanta Devi was never appointed by the bank and no relationship of employer and employee ever existed between the parties. She used to visit the branch occasionally to do jobs of sweeping and fetching water. No appointment letter was issued to her. Smt. Kanta never worked for 240 days in a calendar year. In cross examination he deposed that Smt. Kanta Devi used to periodically deposit money in her saving bank account No. 4911. He disputed that she was appointed on 1-5-99 as watermaid in the bank at fixed wages of Rs. 600 PM. He does not dispute that in pass book Ex. MW1, W1 monthly emoluments of wages, for the days she worked in a particular month, were transferred by the bank. She worked with the bank from May, 99 till June, 2002. She used to work for a spell of 15 or 10 days in a month. She was paid bonus as and when it was declared by the bank. Bonus was paid to Kanta Devi, taking her as casual employee of the bank. She used to work for 1 or 1-1/2 hour in a day. She was paid Rs. 20 or Rs. 25 per day for the days she worked. No fixed wages were paid to her. Her services were dispensed with on 9-11-2003.

9. Shri Madan Lal (WW2) swears in his affidavit that he worked as Branch Manager in Jhonju Kalan branch of the bank from 20-6-2003 to 26-11-2005. Smt. Kanta Devi was never appointed by the bank. No relationship of employer and employee ever existed between the parties. She used to occasionally visit the branch for sweeping and fetching water. No appointment letter was issued to her. During the course of his cross examination he stated that she worked in the branch as daily wage employee for 3-4 months during his tenure. He unfolds that she worked upto 4-6-02. She also worked in the branch during his tenure

in June, 2003. When he joined the aforesaid branch of the bank on 20-6-2003, she was doing job as a casual employee. She worked there upto September or October, 2003. He admits that in the written statement Ex. MW2/2 no such stand was taken that Kanta Devi was engaged by the bank for 3-4 months in 2003. He does not dispute that on 4-11-2000 a sum of Rs. 968 was paid to Smt. Kanta Devi by the bank. He admitted payment of a sum of Rs. 600, made to Smt. Kanta Devi on 28-9-2001. Another sum of Rs. 449 was also paid to her on that day. He admitted that from May, 1999 till June, 2002 bank made payment to her towards her wages he admitted that after June, 2002 payment of wages of Kanta Devi were made through vouchers.

10. Whether relationship of employer and employee existed between the parties? For an answer to this proposition, it is to be appreciated as to how contract of service is entered into. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer there must have been some act or contract by which the parties recognized one another as master or servant.

11. Smt. Kanta projects in her testimony that she was engaged by the bank on 1st May, 1999 for cleaning the branch premises and to fetch drinking water for the bank staff and customers. Her salary was paid by way of transfer in her account No. 4911, maintained at Jhonju Kalan branch of the bank. Bonus was paid to her in November, 2000 and September, 2002 by way of transfer of money to her account. In his testimony Shri Harish Chand Chawla admits that Smt. Kanta worked with the bank from May, 1999 till June, 2002. However, he tried to testify that she worked periodically, in case of exigencies. But he would not dispute that bonus was paid to her as and when it was declared by the bank. He offers an explanation that bonus was paid to her, taking her as a casual employee. Shri Madan Lal also concedes that Smt. Kanta worked in Jhonju Kalan branch of the bank upto September or October, 2003. These facts make out that Smt. Kanta undertook to serve the bank to perform sweeping and cleaning the branch and to fetch water for the staff and customers. Though no appointment letter was issued to

her, yet an implied contract of employment emerge out of the facts that her wages were paid by way of transfer to her account. Payment of bonus, as and when it was declared by the bank, goes to confirm creation of relationship of master and servant between the parties. Hence it is concluded that a contract of service was entered into between the parties and Smt. Kanta served the bank as its part time employee.

12. "Continuous Service" has been defined by section 25 B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service". Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo* (1968 Lab. I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnishes a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

13. An enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months, immediately preceding the date of her disengagement. As detailed above services of Smt. Kanta Devi were dispensed with on 9-11-2003. She claims to have served the bank in continuity, since the date of her engagement. Shri Chawla and Madan Lal could not dispel those facts, Unassailed testimony of Smt. Kanta is accepted and it is concluded that she rendered continuous service for 240 days in every calendar year till the date of her disengagement within the meaning of Section 25-B of the Act. It has not been projected by management that workman sought voluntary retirement from service or she reached the age of superannuation and was made to retire. It was not the case that her services came to an end on non renewal of her contract of employment. Her services were not done away on the ground of her continued ill health. Consequently termination of her service amounts to retrenchment within the meaning of Section 2(oo) of the Act.

14. Workman projects that her service were dispensed with abruptly on 9-11-2003. Management no

where presents that notice or pay in lieu thereof was given to workman while terminating her services. Retrenchment compensation was not paid to her. The management was under an obligation to pay her compensation for retrenchment at the time of her retrenchment. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in *Bombay Union of Journalists case* (1964 (1) LLJ 351), *Adaishwar Laal* (1970 Lab. I. C. 936) and *B.M. Gupta* (1979 (1) LLJ 168) announce that subsequent payment of compensation was not paid to Smt. Kanta Devi, consequently action of the management falls within the mischief of section 25-F of the Act.

15. Services of the workman were retrenchment without payment of notice pay, and retrenchment compensation. It is well settled that in a case of wrongful retrenchment, dismissal or discharge, the normal rule is to award reinstatement. It is not the case of the claimant that she was engaged in accordance with recruitment rules. No evidence worth name has been brought over the record to establish that vacancy was advertised to the public at large or names of eligible candidates were obtained from the employment exchange. Whether reservation policy applicable to scheduled caste/scheduled tribe candidates was followed, is a misty. It is not the case of the claimant that she underwent a test/interview for her employment. Therefore, it is evident that engagement of the claimant was not in consonance with the recruitment rules. Under these situations the Tribunal is under an obligation to address a proposition as to whether her reinstatement would not amount to her continuance in the post, to which she was appointed in an illegal manner. For an answer the law laid by the Apex Court is to be applied. In *Uma Devi* (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workman to be made permanent on the post which was held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent—the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many

waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

16. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution”.

17. In *P. Chandra Shekhara Rao and others* (2006 7 SCC 488) the Apex Court referred *Uma Devi's Case* (supra) with approval. It is also relied the decision in *Uma Rani* (2004 7 SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 5 SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs and Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

18. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to a back door entry.

19. There is other fact of the coin. The Government of India issued an approach paper on 16-8-90, laying down guidelines for all public sector banks, in the matter of recruitment as well as absorption of temporary employees. Guidelines laid in the approach paper is not a matter of dispute. It has been laid in clause (a) of paragraph (6) of the approach paper that the cases of temporary employees who have put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to the benefits of Section 25 F of the I.D. Act, may be decided by entering into a settlement with the representative union. It may be pointed out that in order to have a binding effect of the settlement on the other parties, who are not parties to the settlement, it will be necessary that the settlement should be arrived at in the course of the conciliation proceedings. The terms of settlement can be initiated by the management of each bank with its representative union during the conciliation proceedings and may be given effect to in terms of the provisions of the Act.

20. Modalities regarding test and-or interview etc. for absorption of temporary employees in subordinate cadre was left to be finalized by the individual banks in their own discretions, keeping in view the main criteria proposed in the approach paper. It was further pointed out there in that eligibility or ineligibility of a candidate would be considered only on the date he was first engaged as temporary employee. Only temporary employees who had put in minimum temporary service of 90 days or more after cut off date, that is, 1-1-82 would only be eligible for consideration under the scheme. The vacancies for absorbing the temporary employees who were to be finally approved,

were to be identified by the management within the norms prescribed by the Ministry of Finance and the test/interview was to be conducted for filling up the vacancies allotted for a particular cadre in the year in which test/interview was being conducted. The above recruitments were to be subject to statutory requirements regarding reservation for S.C./ST, physically handicapped and ex servicemen. The aforesaid approach paper provide one time measure to be adopted by all public sector banks to regularize the services of temporary employees.

21. As detailed above, approach paper provides one time measure for absorption of temporary employees. Approach paper was issued on 16th August, 1990 and laid guidelines for absorption of employees, who were working with the "banking industry" in temporary capacity since 1-1-1982. Whether claimant can seek parity with the temporary employee, working with the bank prior to 16th August, 1990. For an answer legal provisions are to taken note of. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who were similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, Government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

22. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought

to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

23. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with. The rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference, time. Therefore to classification based on experience, in relation to time for which personal drivers employed by the officers of the bank had served, has a reasonable differentia.

24. The management bank is State within the meaning of Article 12 of the Constitution. It has power to make classification and categorisation in the matter of absorption of temporary employees. On the strength of approach paper, referred above, classification of temporary employees for the purpose of their absorption in the services of the management bank, was based on time of their engagement. Employees engaged after 1-1-1982 and prior to 16-8-90 were on different and distinct footing than the claimant, who was engaged on 1-5-99. Therefore classification of temporary employees made by the bank was based on intelligible differentia. The claimant was not in that bracket and can not plead any discrimination. She is not covered in the category of temporary employees, whose cases were to be considered for absorption in the light of the approach paper, referred above.

25. When services of Smt. Kanta Devi can not be ordered to be reinstated, she is entitled to compensation for illegal retrenchment of his services. What compensation is to be awarded? No definite yardstick for measuring quantum of compensation is available. In S.S.Shetty [1957(11)LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words :

"The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even

of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future. . . . In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any Tribunal or Court would do under the circumstances would be to make as correct an estimate as is possible bearing, of course in mind all the relevant factors pro and con."

26. A Divisional Bench of the Patna High Court in *B. Choudhary vs. Presiding Officer, Labour Court, Jamshedpur* (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to *Tabesh Process, Shivakashi* (1989 Lab.I.C.1887).

27. In *Assam Oil Co. Ltd.* [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant to pay a substantial sum as compensation to her". In *Utkal Machinery Ltd.* [1966(1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In *A.K. Roy*

[1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In *Anil Kumar Chakraborty* [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50,000/- as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In *O.P. Bhandari* [1986 (11) LLJ 509] the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In *M.K. Aggarwal* (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In *Yashveer Singh* (1993 Lab.I.C.44) the court directed payment of Rs.75,000/- in view of reinstatement with back wages. In *Naval Kishore* [1984 (11) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In *Sant Raj* [1985(11) LLJ 19] a sum of Rs.2lac was awarded as compensation in lieu of reinstatement. In *Chandu Lal* (1985 Lab.I.C.1225) a compensation of Rs.2 lac by way of back wages in lieu of reinstatement was awarded. In *Ras Bihari* (1988 Lab.I.C. 107) a compensation of Rs.65000/- was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In *V.V. Rao* (1991 Lab.I.C. 1650) a compensation of Rs. 2.50 Lac was awarded in lieu of reinstatement.

28. *Smt. Kanta Devi* served the bank for four years six months and four days only. Her engagement was in violation of rules. On consideration of these factors, besides others, I am of the view that a compensation of Rs. 25,000 in lieu of reinstatement of the claimant would meet the ends of justice. She has to fight for more than 5 years. Therefore the management shall also pay a sum of Rs.2000 to the claimant, towards the cost of litigation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 15-4-2010

नई दिल्ली, 11 मई, 2010

का.आ. 1464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं यूनाइटेड बैंक ऑफ इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 20/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-05-2010 को प्राप्त हुआ था।

[सं. एल-12011/132/2007-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2008) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of United Bank of India, and their workman, which was received by the Central Government on 11-05-2010.

[No. L-12011/132/2007-IR (B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
KANPUR**

Industrial Dispute Case No. 20 of 2008

In the matter of dispute between—
Sri Sanjeev Kumar through the General Secretary,
UP Bank Workers Organization,
2-Naveen Market,
Kanpur, U.P.
And
The General Manager,
United Bank of India,
11, Hamanta Basu Sarani,
Kolkata- 700001.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. 12011/132/2007-IR (B-II) dated 05-03-08, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of United Bank of India in denying promotion to Sri Sanjeev Kumar son of Sri Ramendra Nath Tiwari from 07-12-2007 is legal and just? If not, to what relief the workman concerned is entitled to?

3. Brief facts are claimant Sri Sanjeev Kumar through his union U.P. Bank Workers Organisation Kanpur has filed his claim statement, making a prayer that his claim regarding the promotion test of members be declared as such that he should also be given the benefit of promotion from the declaration of final result that is 07-12-05, with all consequential benefits.

4. In the pleading also he has alleged that the claimant Sanjeev Kumar was unfairly declared unsuccessful in the promotion test from clerical to JMGS-I by a biased and prejudicial performance appraisal as well as intentionally who were scoring in the interview test. He

stated that his rank in the over all written test result of All India was 2nd out of 1069 candidates who appeared for interview for 500 seats. The reviewing authority wrongly reduced the performance appraisal marks awarded by the reporting authority from good to satisfactory. The reviewing authority further arbitrarily refused the marks awarded by the reporting authority to make him declare unsuccessful. Therefore, bank has violated his own promotion in awarding marks in performance appraisal. 320 candidates who have secured 10 or more marks than Sri Sanjeev Kumar in the written test were awarded very high marks in the interview and performance appraisal to make them to declare successful. No scientific or clear cut method for awarding marks in the interview was adopted. Two candidates were awarded zero marks in the interview. According to the claimant, in lieu of promotion policy the marks awarded by the reporting authority should have been either zero to 5, 7 or 10. Therefore, he has claimed that the opposite party has acted mala fide and arbitrary in the interview to make him declare unsuccessful.

5. Opposite filed the written statement. They have contradicted the pleadings of the claimant union. They alleged that the bank has formulated the policy of promotion from clerical cadre to officer grade 1 vide circular dated 01-07-05, as alleged in para 12 of written statement. Claimant has appeared in the promotion test in the year 2005 and has obtained marks as under—

Written test 35.50 out of 50
Interview 9 out of 20
Performance appraisal 3.15 out of 10
Professional qualification 0 out of 10
Seniority 0 out of 10.

6. Thus he obtained 47.65 out of 100. According to the bank policy and circular a candidate was required to obtain at least 49 out of 100 marks in order to be selected but claimant did not obtain the required marks. As such he was not given the promotion. Above promotion test was conducted in an impartial manner and according to rules. Opposite party has not acted in a biased or prejudiced manner against the claimant. It is denied that reviewing authority has reduced the performance appraisal marks of the claimant and had further increased the appraisal marks of other candidates. Claimant having failed in 2005 test and again having appeared in the promotion test in the year 2006 without making any complaint against the result of 2005 is now stopped from challenging the validity test of the year 2005. Claimant has no legal right for consideration of promotion. It is stated that no result was declared on 7-12-07, hence the present reference is beyond the scope of the case of the claimant and as such is liable to be rejected on this score alone.

7. Claimant has filed only documentary evidence. No oral evidence has been filed.

8. Claimant has filed 9 documents vide list 7/1, which are promotion policy, performance appraisal sheet, written test result, interview result, final result, order of the Hon'ble High Court of Judicature at Allahbad on the writ petition, copy of the general instruction, Govt. of India's and Court orders, copy of news paper report etc.

9. I persued the whole record and heard the arguments of both the parties at length.

10. It is true that no oral evidence have been filed by either of the parties. Opposite party at the outset has contended that the case of the workman suffers from one fatal defect/legal lacuna. It is contended that in the pleading the claimant union has specifically mentioned in the claim statement regarding the declaration of final result of the year 7-12-05. Relief has also been sought consequentially regarding the result of 7-12-05. Whereas, the reference mention like this—whether the action of the management bank in denying promotion to Sri Sanjeev Kumar from 7-12-07 is legal and just. Opposite party has contended that they have specifically mentioned in the W.S. also that the pleading and reference are contrary to each other. It is argued that the provision of Section 10 (4) of the I.D. Act, 1947, do not give power to the court to travel beyond the scope of the reference order. It has to confine to the reference order.

11. Opposite party has placed reliance upon a number of decision in the Case of Pottery Mazdoor Panchayat versus the Perfect Pottery Company, 1989, Lab IC 827, the Hon'ble Apex Court has held that the jurisdiction of the Tribunal under Industrial Disputes Act is limited to the points specifically referred to for adjudication and to matters incidental thereto. Further in the case of management of Divisional Engineer Telecom Mehboob Nagar District Versus Vakantiah 2006 Lab IC 3395 (A.P.) the Hon'ble High Court had held that Industrial Tribunal derive their jurisdiction from the reference made by the government, they are bound to act within the for corner thereof and cannot deviate there from. Further placed reliance upon a decision Delhi Cloth & General Mills Co. Limited versus Its workman AIR 1967(SC) 469—it has been held that the industrial court cannot grant relief to a workman with respect to dispute not referred to it.

12. Claimant has vehemently argued before me that this court can amend or correct the reference order and may presume that the dispute has been referred to with respect to the year 2005. I have given due thought to this. I am of the view that it not a matter incidental thereto. When opposite party has raised this legal lacuna I feel that the claimant union should have approached the government, but they kept silent. In my view, if the pleadings are not in relation to the reference order then claimant is not supposed to get any relief from this tribunal.

13. I have given due thought that if this tribunal is of the view that here is a legal and technical defects as claimed by the opposite party then whether I should discuss the factual merits of the parties. I am of the view that I should not discuss factual merit of the case as it may cause prejudice to either of the party.

14. Therefore, in absence of specific pleading in regard to the period mentioned in the reference order, I feel that the claimant is not entitled to any relief.

15. Therefore, reference is disposed of accordingly.

4-5-2010

RAM PRAKASH, Presiding Officer

नई दिल्ली, 11 मई, 2010

का.आ. 1465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-05-2010 को प्राप्त हुआ था।

[सं. एल-12012/30/2004-आई आर (बी-II)]

यू.एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 29/2004) of the Central Government Industrial Tribunal-cum-Labour Court-I, New Delhi as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 11-05-2010.

[No. L-12012/30/2004-IR (B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI

I. D. No. 29/ 2004

Shri S.K. Yadav,
C/o Syndicate Bank,
Farrukh Nagar Branch,
Gurgaon

... Claimant

Versus

The Asstt. General Manager,
Syndicate Bank,
Sarojini House, 6- Bhagwan Dass Road,
New Delhi-110001

... Management

AWARD

Ranbir Singh, an employee of Syndicate Bank, had availed various loans beyond his eligibilities, by concealing his liabilities. He absented himself in an unauthorised manner from 28-6-99 till 02-07-99 and Branch Manager was initiating an action for his absence. When Branch Manager came to know about those loans, he started deduction in respect of loans availed by Ranbir Singh. On 28-07-99 at 10.45 A.M., Ranbir Singh went to the cabin of the Branch Manager and asked him not to deduct installement from his salary towards loans and not to initiate any action against him. Branch Manager showed his inability to oblige him. It enraged Ranbir Singh, who started shouting and abusing the Branch Manager. Ranbir Singh picked up S.B. Account Ledger with an intention to hit Branch Manager and threatened him of dire consequences. At that juncture Shri S.K. Yadav, a clerk working in that Branch, left his seat, entered the cabin of the Branch Manager and joined fray with Ranbir Singh. He abused Branch Manager in filthiest language and damaged telephone kept on the table of the Branch Manager. Matter was referred to higher authorities and it resulted in domestic action against delinquent employees. Claimants admitted the charges, hence punishment of reduction in basic pay by two stages in the pay scale for two years was awarded to them. Appeal preferred by them came to be dismissed. They raised a industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/30/2004-IR(B-II), New Delhi dated 31st of May, 2004, with the following terms:

“Whether the action of the management of Syndicate Bank in imposing punishment of reduction in basic pay by two stages of pay for two years of S/Shri S.K. Yadav and Ranbir Singh clerk is legal and justified? If not what relief the concerned workmen are entitled to?”

2. Claim statement was filed on behalf of the claimants pleading therein that the charge sheet were served upon them by the management, alleging there in that on 28-7-99 Ranbir Singh went to the cabin of the Branch Manager at about 10.45 A.M. and asked him not to make deductions in respect of loan availed by him and initiate any action about his absence from 28-6-99 till 22-7-99. Impasse resulted into an altercation between him and the

Branch Manager, which was subsequently joined by S.K. Yadav. They plead that the altercation took place between them when the manager asserted that medical certificate submitted by Ranbir Singh was bogus. They submitted their explanation to that charge sheet on 4th of October, 99 which were not considered. Show cause notice dated 25-7-99 was served in a mechanical manner. Matter was reported to Police Station Farrukh Nagar and with the intervention of respectables it was settled. Complaint, made to police, was withdrawn by the management. Despite the said settlement, they were suspended in an illegal and malafide manner. An ex-parte enquiry was conducted against them. Punishment of reduction in basic pay by two stages in pay scale for two years, was awarded to them. Appeals were preferred by them but it were dismissed. When complaint, made to police authorities, was withdrawn, there was no substance in the enquiry and action of the management. At the relevant time, Shri S.K. Yadav was president of the Union and Ranbir Singh was member of State Executive Committee. They used to present grievances of the employees before the management and as such officers of the management got biased. Regret letters were procured by the management from them. No document was supplied to them and it resulted in to absence of reasonable opportunities to them to defend themselves. The Enquiry Officer and the Disciplinary Authority have acted in an illegal manner. The Appellate Authority had also not acted in consonance with the principles of natural justice. Punishment awarded to them is liable to be set aside. They claim that their pay may be restored to the very stage, where it would have been in case no punishment was awarded to them.

3. Claim was demurred by the management pleading that the claimants committed acts of grave misconduct. Their behaviour was riotious, disorderly and indecent in the premises of the bank. They will fully damaged property of the bank and did acts prejudicial to the interests of the bank. Charge sheets were served upon them. Claimant denied the allegations The management took a decision to conduct departmental enquiry. On various dates claimants sought adjournments. Ultimately enquiry was fixed for 1st and 2nd of August, 2000. On 24th of July, 2000 the claimants wrote to the disciplinary authority projecting that they donot want to go into merits or demerits of the case, expressed their regrets for the indecent and assured good behaviour in future. They requested for lenient view, by bringing the matter within clause 19.12 (e) of Bipartite Settlement. Considering those facts and with a view to give an opportunity to them, a lenient view was taken by the Disciplinary Authority by bringing the matter within clause 19.12 (e) of Bipartite Settlement. The punishment of reduction of basic pay by two stages for a period of two

years was awarded for each of the misconduct to the claimant, which punishment was to run concurrently. Show cause notice dated 25-7-2000, calling upon them to offer their comments on proposed punishment was served upon them. In response to the said show cause notice, they expressed their regrets vide letter dated 27-7-2000 and sought personal hearing. On 28-7-2000 Disciplinary Authority gave opportunity of personal hearing to them. The Disciplinary Authority had taken into account the admission made by the claimants facts projected by them in the personal hearing and he proceeded to award punishment to them. Punishment of reduction in basic pay by two stages for a period of two years for each of misconduct was awarded to them, which punishment were to run concurrently. They preferred appeals against the order of the Disciplinary Authority, which were dismissed. Since the claimants have admitted their mistake, before the commencement of the enquiry, there was no occasion to proceed with the enquiry. Allegations of the claimants that an exparte enquiry was conducted is wrong and baseless. No compromise was ever arrived at between the claimants and the management. No illegality is there in the punishment awarded to the claimants. Their claim statement is liable to be dismissed.

4. Shri S.K. Yadav (WW1) and Shri Ranbir Singh (WW2) tendered their respective affidavits in support of their claim. They were cross examined on behalf of the management. Shri T.R. Jain tendered his affidavit as evidence on behalf of the management. He too was cross examined on behalf of the workman. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri B.K. Paul, authorized representative, advanced arguments on behalf of the claimants. Shri Rajesh Mahendru, authorized representative, raised his submission on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as follows:

6. In his testimony, when it was purified by an ordeal of cross examination, Shri Yadav admits that he was suspended by the management vide letter dated 29-7-99. He further admits that subsequently when charge sheet was served upon him, it was replied by him. Shri P.K. Rastogi was appointed as Enquiry Officer, who issued notice calling upon him to appear in the enquiry. He asked the management to settle his claim under clause 19.12 (e) of Bipartite Settlement, vide letter dated 24-7-2000. He admits that on 25-7-2000 management issued a show cause notice calling upon his comments on the proposed punishment. He further admits that he was called for personal hearing

on 28-7-2000. Personal hearing was given to him. In personal hearing he requested the management to award less punishment to him. He concedes that in view of his admission, no enquiry was conducted. He admits that he made a wrong pleading that an exparte enquiry was conducted against him.

7. Ranbir Singh also admits in his testimony that he was suspended vide order dated 28-7-99, which was followed by a charge sheet. He replied that charge sheet. P. K. Rastogi was appointed as Enquiry Officer, who served a notice calling upon him to join the enquiry. He asked the management to settle his claim under clause 19.12 (e) of Bipartite Settlement, vide his letter dated 24-7-2000. Show cause notice dated 25-7-2000 was served upon him, calling upon him to offer comments on the proposed punishment. Personal hearing was given to him on 28-7-2000. In his personal hearing he requested the management to award lesser punishment. In view of his admission no enquiry was conducted against him. He made wrong pleadings to the effect that exparte enquiry was conducted against him.

8. In his affidavit Ex. MW1/A Shri T.R. Jain projects that the claimants were suspended vide order dated 29-7-99. Charge sheet dated 9-8-99 was served on Shri S.K. Yadav and dated 28-8-99 was served on Ranbir Singh for gross misconduct of riotious, disorderly and indecent behaviour in the premises of the bank, causing willful damage to the property and doing acts prejudicial to the interest of the bank. Claimants denied the charges and an enquiry officer was appointed who served notices on them to appear before him, on 1st and 2nd of August, 2000. On 24-7-2000 they wrote to the Disciplinary Authority, admitting their guilt and giving assurances for good behaviour in future. They requested for lenient punishment, by bringing the matter under clause 19.12 of Bipartite Settlement. In view of their admissions no enquiry was found necessary. Show cause notice dated 25-7-2000, calling their comments on proposed punishment, was served upon them. Vide letter dated 27-7-2000, they again expressed their regrets for grave misconduct and requested for personal hearing. On 28-7-2000 personal hearing was given to them. Since no extenuating factor was brought forward, punishment of reduction of basic pay by two stages in scale of pay for two years for each misconduct was awarded to them, which punishments were to run concurrently. Punishment awarded to them was on lower side, since their misconduct were very grave. No principles of natural justice were violated.

9. Out of facts testified by Shri S.K. Yadav, Ranbir Singh and T.R. Jain, it emerge that the claimants were charged for misconduct of riotious, disorderly and indecent behaviour in the premises of the bank, willful damage to

the property and doing acts prejudicial to the interest of the bank. The claimants denied the allegations and management proceeded to conduct a domestic enquiry. Enquiry Officer called them to attend the proceedings on 1st and 2nd of August, 2000. In the meantime, claimants wrote the Disciplinary Authority, expressing their regrets over the incident and assured the Disciplinary Authority of their good conduct in future. In view of their admissions of facts, the Disciplinary Authority obviated the enquiry and served a show cause notice on them, calling upon their comments on the proposed punishment. They further expressed their regrets over the incident and sought an opportunity of being heard in person. They were personally heard. In consideration of all these facts the Disciplinary Authority awarded punishment to the claimants.

10. Admission of facts by the claimants project that they made their breasts clean before the authorities and assured them of their future good conduct. Admission of guilty by a delinquent official dispenses with the enquiry. It is not expedient for the Disciplinary Authority to proceed with the enquiry, when a delinquent official makes admission of the charges levelled against him. Here in the case the claimants admitted their guilts vide communication dated 24-7-2000, as well as in response to show cause notice on proposed punishment. Their admission, coupled with the confirmation of those facts, made the Disciplinary Authority sure that the claimants were repentive of their guilt and wanted to mend their behaviour. Admission of charges by them made it clear that the enquiry was not expedient. No illegality was committed in the matter, when reliance was placed on admissions made by the claimants. Violations of principles of natural justice has not taken place, since due opportunity was given to the claimants to present facts before the Disiplinary Authority. Consequently it is concluded that the Disciplinary Authority was justified in acting upon the admission of the guilt made by the claimants and recording a fining to the effect that misconducts stood proved against them.

11. Appeals were preferred by the claimants against the punishment awarded to them. Appellate Authority heard them and found no reason to interfere with the punishment awarded to them. It is evident that right of an appeal of the claimants was accorded to them by the management. Hence one cannot find that there was a violation of principles of natural justice at any stage too.

12. Quantum of punishment awarded to the claimants has been assailed. As brought over the record Ranbir Singh went to the cabin of the Branch Manager on 25-7-99 at 10.45 AM to question him as to why he has deducted installments towards loans from his salary and initiated an action for his unauthorized absence between 28-6-99 to

2-7-99. When Branch Manager opted not to oblige Ranbir Singh, the letter lifted S.B.Account Ledger and threatened the former of dire consequences. At that juncture Shri S.K.Yadav entered the cabin and abused the branch manager in filthiest language. He broke instrument of telephone lying on the table of the branch manager. These facts highlight that riotious, disorderly and indecent behaviour was shown by the claimants in the premises of the bank, they wilfully damaged the property and committed acts prejudicial to the interest of the bank. Misconducts, referred above, are of alarming complexion. Punishment of reduction in basic pay by two stage in scale of pay for a period of two years for each misconduct, cannot be called excessive or disproportionate.

13. Award of punishment by the management can only be interfered by this Tribunal when there is a want of good faith, victimization or unfair labour practice, violations of principles of natural justice, or/and punishment is shockingly disproportionate to the misconduct. By no stretch of imagination it can be said that punishment does not commensurate to the misconduct committed by the claimants. No facts of victimization, want of good faith, commission of unfair labour practice or violations of principles of natural justice are brought to the light of the day. One who looks down upon his senior, raises eye brows on his acts, criminally intimidates him of dire consequences by words and gestures, abuses him in filthiest language and wilfully damages the property of the bank, cannot expect a lesser punishment. Circumstances of the present controversy are indicative that leniency was shown to the claimants. Punishment awarded to the claimants tilts in their favour. It cannot be said to be disproportionate to thier misconduct, not to call it shockingly disproportionate. Therefore, there are no reason to interfere with the punishment, awarded to the claimants.

14. In view of the reasons detailed above, punishment of reduction in basic pay by two stages in the pay scale for two years awarded to Ranbir Singh and S.K.Yadav is found to be justified. Management was competent to award such a punishment in view of 19 12(e) of Bipartite Settlement. The said punishment nowhere comes in conflict with law. Therefore, action of the management, in awarding such a punishment, is found to be legal and justified. The claimants are not entitled to any relief in that regard. Therefore, claim statement is liable to be dismissed. The same is, accordingly, dismissed and an award is passed in favour of the management. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 30-4-2010.

नई दिल्ली, 11 मई, 2010

का.आ. 1466.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 508 आर्मी बेस वर्कशॉप के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 193/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2010 को प्राप्त हुआ था।

[सं. एल-14011/5/1999-आईआर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193/1999) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 508 Army Base Workshop and their workman, which was received by the Central Government on 11-5-2010.

[No. L-14011/5/1999-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE SRIRAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 193 of 99

Between

I.D. 46/2006

The General Secretary,
Defence EWE Employees Union,
Allahabad 586/74 A/25,B,
Dalekapurwa
Allahabad.

And

The Commandant & M&D,
508 Army Base Workshop,
Allahabad For,
Allahabad.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-14011/5/99/IR (DU) dated 21-7-99, has referred the following dispute for adjudication to this Tribunal.

2. Whether the action of the management of 508 Army Base Workshop, Allahabad in awarding punishment to T.N. 3674 Sh. G. S. Pathak, vide their order No. 2/3674-GSP/Est-Ind dated 27-7-97 is legal and justified? If no, to what relief the workman is entitled?

3. Brief facts of the case are that the claimant Sri G. S. Pathak, T. No. 3674 TCS, employed in 508 Army Base Workshop Allahabad has filed his claim statement through the Union. He stated that he is a workman under the provision of Section 2(s) of the I.D. Act. Army Base Workshop is registered under Factories Act, 1948, as such it is a Factory and is an Industry and provisions of the I.D. Act are applicable on the said factory. Sri Pathak has been elected Works Committee member from February, 1993 onwards.

4. On 10-1-1994, the main gate of the said industry was closed early prior to mustering in time allowed under the rules. Over three hundred workman were not allowed to enter in the workshop on that day by the arbitrary action of the opposite party. Workman Sri Pathak however, did not come on duty on that day due to illness. He was served with a memo of charges framing false charges against him. He denied the charges. Opposite party appointed an inquiry officer and presenting officer. Inquiry officer supplied the copy of the inquiry proceedings to the workman. Opposite party demanded certain documents for the defence of the workman under the rules, like copy of FIR if lodged copy of documents relied upon by the disciplinary authority, copy of the preliminary inquiry report, copies of the statements etc, copy of the Presidential Order empowering Brigadier K. Hari Kumar to act as disciplinary authority. It is alleged that the powers to appoint disciplinary authority cannot be delegated further. It is stated that out of four listed witnesses only one witness Sri S.R. Agarwal produced and cross examined. Other three witnesses were not produced in the inquiry as such no opportunity to cross examine was provided. The inquiry officer however, taken the cognizance of previous statements of the three officers (witnesses) and filed them along with inquiry proceedings. These statements were never confirmed nor opportunity to cross examine them was given to the claimant which is against the rules. He alleged that he produced four defence witnesses. Defence witnesses Sri Mishralal Chowkidar was on duty on the gate where incidents took place. In his statement he confirmed that Sri Pathak was not seen by him at the gate on 10-1-94 in the mob. Prosecution Sri Agrawal in his statement stated that UDC Sri Y. A. Khan was available in the gate on 10-1-94 where Sri Khan in his statement has stated that he was on leave on 10-1-94. Sri Swyamber Lal, UDC stated in his statement that he was available at the gate whole day on the date of incident. He also confirmed that he had not seen Sri Pathak at the gate. The labourer Sri Vijay Kumar was also examined as a

defence witness who confirmed that he did not see Sri Pathak on the relevant date. He stated that on 10-1-94 he was sick. He applied for leave. He sent leave application along with medical certificate under certificate of posting, copy of the same was produced before the inquiry officer. Prosecution witness Sri Agrawal has made a false statement so he could not be relied. Inquiry Officer has relied upon the statement Sri N. B. Bisal Lt. Colonel, NPM Kumaran and Col. V. K. Khosla whereas they have not been before the inquiry officer to confirm their statement nor opportunity was given to cross-examine them. Therefore, the order of the disciplinary authority imposing the penalty of stopping three stages increment without considering the medical certificate and relying upon the statements of the witnesses who were not produced is arbitrary and illegal. Workman Sri Pathak also preferred an appeal against the final order in which appellate authority reduced the punishment by lifting one increment. The claimant also pleaded that the disciplinary action conducted against him is wholly illegal and against rules of nature justice and rules governing the service condition. Therefore, the entire action in the name of disciplinary action is liable to be set aside along with final order and appellate order.

5. Opposite party has contradicted the allegation of the claimant in their reply. It is alleged that on 10-1-94 workman Sri Pathak instigated co workers to take part in the demonstration and slogan shouting at various times between 9.30 hours and 16.00 hours in front of the gate and in front of civilion assistant security office of 508 Army Base Workshop Allahabad. Thus he indulged in a mannar unbecoming of a Government servant and violated CCS & CCA Rules 1965. Sri K. Hari Kumar the then Brigadier issued a memorandum/charge sheet under the rules to Sri Pathak and also framed Article of Charges which were duly served. Sri V. K. Bahal was appointed as inquiry officer and Sri P. D. Rastogi was appointment as presenting officer. Inquiry officer conducted the inquiry on various dated strictly in accordance with settled rules of natural justice. Full fair and reasonable opportunity was given to the charge employee to prove his innocence but he failed to prove. After conducting the inquiry officer found the delinquent employee guilty and opined that the charges leveled against him stands fully proved and submitted his report to the disciplinary authority. The disciplinary authority after having considered all the aspect of the matter found Sri Pathak guilty of the charges. After cosideration and hearing the disciplinary authority imposed the punishment of reduction by three stages of increments. It is alleged that after giving due consideration to all the aspects of the case the appellate authority reduced the punishment of Sri Pathak by lifting one increment. Therefore the punishment awarded to the delinquent employee is fully legal and based on a fair inquiry. There was no biased opinion by punishing the delinquent and the employee was given full opportunity for his defence in the inquiry.

6. It is alleged that the dispute raised by the employee is a service matter as defined under Section 3 of Administrative Tribunal Act 1985, as such provisions of the same are applicable to the employees of the Army Base Workshop. Therefore, the employee should have gone to Administrative Tribunal which deals with service matter. It is further alleged that the provisions of Industrial Dispute Act are not applicable on the claimant.

7. Opposite party has also filed additional written statement in which it has been reiterated that the inquiry against the workman was conducted fairly, rules of natural justice has fully been complied with and the delinquent employee was given fair and reasonable opportunity to defend himself in the inquiry by the disciplinary authority. The inquiry report does not suffers from any infirmity and lastly the disciplinary authority after fully applying his mind to the entire record of the inquiry and after providing opportunity to the delinquent employee passed final order imposing punishment. Lastly opposite party has prayed that the claim of the claimant is liable to be rejected being devoid of merit.

8. Both the parties have filed documentary evidence.

9. Claimant has filed documentary evidence along with his statement of claim. These are, memo of charge, reply of charge, order appointing inquiry officer and presenting officer, letter forwarding inquiry report with proceeding reply of the second notice. Order of punishment dated 27-6-97, copy of appeal made by claimant and copy of order passed by the appellate authority.

10. Opposite party has also filed all the relevant documents relating to the inquiry vide list dated 1-5-03. Almost these are the same documents which are filed by the claimant.

11. Both the contesting parties have filed documents in the shape of photocopy.

12. Claimant did not produce any oral evidence in favor of his claim.

13. Opposite party has produced one witness Sri Sunil Rai Agrawal Asstt. Engineer as M.W.I.

14. I perused the record evidence and heard the arguments.

15. It is contended by the opposite party that allegations of malafide and perversity has been leveled against the inquiry officer. It is also alleged that the disciplinary authority has not acted bonafidely but claimant has not produced any oral statement in support of their claim statement.

16. Opposite party has produced the witness Sri Agrawal, he stated that he was present in the office on the relevant date 10-1-94. He stated that on that date when

most of the workers did not come in time, they were not allowed to enter inside by the officer present. On this workers collected in the shape of mob and started shouting against the officers. At that time Col. V.K. Khosla and Kumaran and other officers came at the place of incidence. Employee Sri Ghanshyam Pathak along with others was also present. Sri Agrawal submitted report of the incident to the Commandant on which an inquiry was conducted and he has given evidence against Sri Pathak. He has been cross-examined. Nothing has come out in his statement he is making a false statement. Claimant had not given any kind of evidence which can prove that the inquiry officer was biased. There is no evidence from which I can infer that there was a violation of principles of natural justice during the course of conduct of inquiry. From the entire document it is quite evident that there is no iota of evidence on the point that inquiry finding suffers from any kind of infirmity. Thus I hold that the inquiry report is just and fair and also that the inquiry officer had not committed any legal error in conducting the inquiry. Likewise I also find that the disciplinary authority had given full opportunity and considered the relevant facts and circumstances of the case in the light of allegations of misconduct and recorded a reasoned finding at arriving its final conclusion in imposing penalty on the claimant.

17. Opposite party has also placed reliance on the case law [2008 (118) FLR 1164] M/s. Uptrom Powertronics Employees Union Ghaziabad through its Secretary versus P.O. Labour Court (II) Ghaziabad, in which Hon'ble High Court of Allahabad has observed that in the absence of any evidence led by or on behalf of workman-Reference is bound to be answered by the court against the workman. Therefore, the law applies to the facts and circumstances of the present case with full swing. In this case also the workman has not adduced any evidence in support of his claim.

18. Having concluded that the domestic inquiry was fair and proper and also having concluded that there is no error or defect either in the observation of the disciplinary authority and appellate authority, I am of the firm view that the order passed by both the officers i.e. disciplinary authority and the appellate need no interference at the hands of this tribunal and as such is maintained.

19. Therefore, the action of the management is declared just and fair and it is held that the claimant Sri Pathak is not entitled for any relief for want of evidence.

20. Before parting with it, it may be pointed out that it has also been contended by the authorized representative for the opposite party that the cause of action falls within the ambit and scope of the provisions of Administrative Tribunal Act, 1985, therefore, provisions of Industrial Disputes Act, 1947, will have no application to the case of the claimant. After giving my anxious consideration to the

contention of the opposite party I do not find any force in the contention of the authorized representative for the opposite party because it has not been explained by the opposite party as to how provisions of Industrial Disputes Act are not applicable on the claimant. Even no evidence has been adduced on this point by the opposite party. Therefore, I do not find any force in this contention.

21. In view of above observations, the claim is decided against the claimant holding that he is not entitled to any relief pursuant to present reference.

22. Reference is answered accordingly.

Dt. 05-05-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 मई, 2010

का.आ. 1467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन इन्स्टिट्यूट ऑफ पल्सेस रिसर्च के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 157/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2010 को प्राप्त हुआ था।

[सं. एल-42012/263/98-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2010

S.O. 1467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Institute of Pulses Research and their workman, which was received by the Central Government on 11-5-2010.

[No. L-42012/263/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 157 of 99

BETWEEN

Sri Awadhesh alias Raju C/o Sh. Rajendra Prasad Shukla,
115/193-A-2 Maswanpur,
Kanpur.

AND

Director,
Indian Institute of Pulses Research,
Kalyanpur,
G.T. Road,
Kanpur.

AWARD

1. Central Government, MOL, New Delhi, *vide* its notification No. 42012/263/98/IR(DU) dated 3-5-99, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the Director, Indian Institute of Pulses Research, Kalyanpur, Kanpur in terminating the services of Sri. Awdhes alias Raju is legal justified? If not, to what relief the workman is entitled?

3. Brief facts are that the claimant Sri. Awadhesh alias Raju has filed his claim statement praying that the order of oral termination of service dated 19-5-98, be declared as null and void and he should be granted all the benefits and he should be reintated in service.

4. He stated that he was employed as labour on permanent basis for permanent work on the minimum scale on 1-1-89. He was getting Rs. 2127 per month before termination of his service. Nature of work for which he was employed was agriculture because of permanent and perennial in nature and still continuing. It is alleged that the opposite party is an industry as per provisions of the I.D. Act. He has been engaged or employed for a number of years but he was never regularized and not given permanent pay scale. He has continuously worked for 240 days in the previous calendar year. To escape from the provisions of the Industrial Disputes Act, the opposite party has tried to declare the claimant as the labour of supply contractor in the year 1998. When he made a representation for claiming to be regularized, getting aggrieved, the opposite party terminated his service orally. Before terminating his service he was not given any notice or notice pay. Therefore, the opposite party has committed the breach of section 25F of the Act and acted illegally. Opposite party has committed unfair labour practice, committed breach of section 25H also. Therefore, the claimant has prayed for the aforesaid relief.

5. Opposite party has filed written statement denying vehemently the claim of the claimant on a number of grounds. It is alleged that the opposite party does not come under the definition of industry as per provisions of the Act. It is alleged that the claimant was never engaged or appointed by the management. Claimant might have been engaged by contractor to when work of contract have been awarded by the opposite party. It is also stated that the claimant does not come under the definition of workman; there had been no relationship of workman and employer. It is stated that in the reference order date of termination is not mentioned. It is alleged that they have not committed any breach of section 25B, 25F and 25H of the Act. Therefore, they have prayed that the claim of the workman be rejected.

6. Workman has also filed rejoinder but nothing new has been stated there in except reiterating the facts already pleaded by him in his statement of claim.

7. Claimant has filed certain documents which are photocopies *vide* list 15/2 and they have filed 10 documents. Opposite party has filed 12 documents *vide* list 14/1. These documents are photocopy of licence of the contractor, photocopy of the registration certificate photocopy of letters.

8. Both the parties have adduced oral evidence.

9. Claimant has adduced himself as W.W. 1 as Awadhesh Kumar. Opposite party has adduced one Sri Jagdish Narain who is Farm Manager as M.W.1.

10. I perused the record evidenc and heard the arguments.

11. Claimant did not appear at the time of arguments.

12. Opposite party specifically contended that claimant was never engaged by them as labour or casual labour in the year 1989 or onwards. He has never employed on any post. MW.1 stated that he is working in the institute since 1982 till today. He was never engaged by the institute he was never enrolled and his presence was never marked. Whenever there is additional work in the institute that work is to be carried out through the licensed contractor. Opposite party has filed licence of the contractor issued by RLC dated 13-5-93 and on wards. There is no cross examination done by the claimant side to M.W. 1, therefore, his statement is un-rebutted. Claimant has also admitted in his cross that there was no advertisement in the paper for employment. He never gave any application to the institute for employment, his name was never sent by the employment exchange for employment, and he was never paid by the institute for holidays.

13. Therefore, from the evidence of the claimant it does not appear that he had been engaged directly by the opposite party management as casual labour in the year 1989 or onwards. I have gone through the papers filed by the claimant. These papers are photocopies. They are not material or relevant to the extent that the claimant has been engaged by the opposite party as a casual labour. Claimant has not been able to prove that he had worked for 240 days continuously under the opposite party. When he was not engaged or employed by the opposit party, therefore he does not come under the definition of workman as claimed by the opposite party.

14. Therefore, there does not appear to be any breach of any provisions of the Industrial Disputes Act, 1947. There does not appear to be any relationship of employer and employee, there is no appointment letter. Therefore, the claimant has failed to prove that he has been a workman and he was terminated by the opposite party at any point of time or as alleged by him.

15. Opposite party has further contended that there is no mention of date of termination of the workman or the year, therefore, reference order is vague. I agree with the view of the opposite party.

16. Therefore, the reference is decided against the claimant and in favour of the opposite party.

Dt. 04-05-10 RAM PARKASH, Presiding Officer

नई दिल्ली, 12 मई, 2010

का.आ. 1468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कोर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 49/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2010 को प्राप्त हुआ था।

[सं. एल-30012/129/2000-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 12th May, 2010

S.O. 1468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2001) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 12-5-2010.

[No. L-30012/129/2000-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case I.D. No. 49/2001

Shri Sulakhan Singh S/o Shri Nachhattar Singh C/o
General Secretary, Trade Union Council, Patiala,

...Applicant

Versus

The Manager, Hindustan Petroleum Corporation Ltd.
Bhatinda (Panjab).

....Respondent

APPEARANCES

For the Workman : Shri H.S. Bath, Advocate.

For the Management : Shri Subhash Ahuja, Advocate

AWARD

Passed on : 24-4-10

Government of India vide notification No. L-30012/
129/2000-IR (M) dated 8-1-2001 by exercising its powers

under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Hindustan Petroleum Corp., Ltd. in terminating the services of Shri Sulakhan Singh S/o Shri Nachhattar Singh is legal & justified? If not, to what relief the concerned workman is entitled and from which date?”

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. The main contention of the workman is that he was employed by the management as clerk on 1-9-98 and his services were terminated on 12-5-99 without any notice, charge sheet, enquiry or compensation. The juniors and new hands are still in service. He was getting the daily wages at the rate of Rs. 150 per day but paid monthly. On the basis of the above the workman has requested for an order setting aside the termination order and consequential order for his reinstatement into the services.

The management appeared and has raised two preliminary objections. The first objection is that this industrial dispute is barred by the principle of resjudicata as the workman had previously filed a civil suit in the Court of Civil Judge, Civil Division Bhatinda on 28-5-99 challenging his termination from the services. He withdraw the suit without seeking any permission to raise the industrial dispute. The second preliminary objection raised by the management is that there is no employer and employee relationship between the management and the workman. The services of the workman were provided with through the contractor and he was not employed by the management. He was not paid the wages directly by the management and there was no administrative control of the management on the workman.

Both of the parties were afforded the opportunity for adducing evidence. The workman filed his affidavit in support of his claim and he was cross-examined by learned counsel for the management on 10-12-03. One Shri Rajnish filed his affidavit on behalf of the management and he was cross-examined by learned counsel for the workman on 5-10-05. No documents were filed by the management. Workman filed the documents marked as Ex. W1 to W173. I have heard the parties at length and perused entire materials on record. So far as the documents filed by the workman is concerned, the same are related to his working with the management. The documents are the entries in cash sales control register and preparation of sales supply vouchers. There is not a single document which proves the direct appointment or engagement of the workman with the management. There is no iota of evidence which proves that payment of wages was made good by the management to the workman directly. There is no iota of evidence on record to prove that workman was working under the administrative control of the management.

It is the contention of the management that the services of the workman were provided with by the contractors. Management also failed to file any contact or even iota of evidence to prove that his services were provided with to the management through contractor. In absentia of evidence, the contention of the management providing with the services to the workman through contractor cannot be relied upon. It does not mean that on failure of the management to file the relevant evidence regarding contractor will automatically prove the case that workman directly worked with the management and he was paid wages directly by the management. It is the duty of the workman to prove that he was engaged by the management, he was under the administrative control of the management, he was directly working with the management and the payment of wages were also made good directly by the management. The workman to prove the above contentions has only filed the documents marked as exhibits W 1 to W 173. None of the documents filed by the workman proves the direct engagement of the workman by the management nor these documents proved the administrative control and payment of wages made good by the management to the workman. The workman has also failed to prove that he has completed 240 days of work in the preceding year from the date of his termination. There is not a single sentence in pleadings and in evidence which proves that he had worked for 240 days in the preceding year from the date of his termination with the management. In absentia of this evidence, I am of the view that workman has failed to prove that he was directly engaged by the management, was under the administrative control of the management and was paid wages by the management directly to the workman.

The preliminary objections raised by the management are not sustainable. The workman has filed a civil suit but the civil suit was not decided finally by the Court of competent jurisdiction which is the condition precedent for application of principle of resjudicata. Accordingly, this claim is not barred by the principle of resjudicata. So far as the second preliminary objection raised by the management is concern, I am also of the view that workman has failed to prove the direct relationship with the management. Accordingly, on the basis of the above observation, I am of the view that workman is not entitled for any relief. The reference is answered accordingly. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 12 मई, 2010

का.आ. 1469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजय बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 60/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/169/2003-आईआर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 12th May, 2010

S.O. 1469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijay Bank and their workman, which was received by the Central Government on 12-5-2010.

[No. L-12011/169/2003-IR (B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGLORE

PRESENT

Shri S.N. NAVALGUND, Presiding Officer

C.R. NO.60/2003

IPARTY

The Regional Secretary,
Vijay Bank Workers
Organisation, 122
1st Floor, Srinath
Complex, New Cotton
Market, Hubli-29

IIPARTY

The Regional Manager,
Vijay Bank, Head Office,
41/2, M.G. Road, Trinity Circle,
Banglore -560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12011/169/2003-IR(B-II) dated 21-10-2003 for adjudication on the following Schedule:

SCHEDULE

“Whether the management of Vijaya Bank is justified in terminating the services of Shri Prakash Veerabhadrapa Hugar, Sub-staff? If not, what relief the workman is entitled to?”

2. In pursuance of the notices issued by this tribunal, both the parties entered their appearance through their respective Advocates and the first party filed Claim

Statement and the Second Party filed Counter to the Claim Statement and both led evidence on their respective contentions.

3. When the matter was at the stage of arguments, the first party and its workman filed a memo dated 28-5-2008 reporting settlement to the effect that the Second Party has provisionally selected the first party workman for the post of Peon, he is satisfied with the offer of appointment given by the bank and he wishes to withdraw the dispute raised under the reference.

4. Today, the learned Advocate for the first party confirmed the contents of the memo filed by the first party and its workman and submitted to dispose off the matter as withdrawn. Similarly, the counsel appearing for the second party with a memo produced the joining report of the first party workman and submitted as per the memo filed by the first party and its workman, reference may be disposed off.

5. In view of the settlement arrived at by the parties, first party workman being given an appointment of Peon by the Second Party and his withdrawal of the dispute, the reference deserves to be rejected. In the result, I pass the following Award:

AWARD

The reference is rejected as withdrawn. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 4th May 2010)

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 12 मई, 2010

का.आ. 1470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ ट्रान्सकोर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, दिल्ली के पंचाट (संदर्भ संख्या 12/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/212/2003-आईआर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th May, 2010

S.O. 1470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Delhi now as shown in the Annexure in the Industrial Dispute between the management of State Bank of Travancore and their workman, which was received by the Central Government on 12-5-2010.

[No. L-12012/212/2003-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

I.D. No. 12/2004

Pragati Kumar Tiwari S/o Late Shri Dulare Tiwari.

C/o Kaushal Kishore Tiwari, New Colony,

Ganga Nagar, Near Ratan Cold Storage,

Farukhabad (U.P.).

... Workman

Versus

The Dy. General Manager,

State Bank of Travancore, Zonal Office,

Chennai.

... Management

AWARD

Examination for recruitment of clerks was conducted by Banking Service Recruitment Board (hereinafter referred to as the B.S.R.B.) in the year 1994. Shri Pragati Kumar Tiwari, who had applied for that post, vide his application dated 3-8-94, was required to appear for written examination on 13-11-94 at Government Girls Senior Secondary School No.1, East of Kailash, New Delhi. Instead of appearing in the examination, Shri Tiwari conspired with one Sarvesh Kumar Mishra, who in pursuance of the said conspiracy appeared in that written examination, impersonating himself as Pragati Kumar Tiwari. Shri Mishra forged signatures of Shri Tiwari on the Admit Card. Shri Pragati Kumar Tiwari, on being declared successful in that examination, was called for an interview by the B.S.R.B. He was declared successful and allotted to the State Bank of Travancore by the B.S.R.B. He joined Karol Bagh branch of the said bank as clerk-cum-cashier on 12-8-95. When this fraud came to light, a case was registered with Central Bureau of Investigation (in short C.B.I.). Pragati Kumar Tiwari was suspended w.e.f. 12-3-97. Charge sheet was served upon him. An enquiry was conducted. The Enquiry Officer submitted his report dated 16-1-2001. Disciplinary Authority awarded punishment of dismissal from service to Shri Tiwari, vide its order dated 28-6-2001. He raised a dispute before the Conciliation Officer. When conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-12012/212/2003-IR(B-I) New Delhi, dated 23-1-2004, with the following terms:

“Whether the action of the management of State Bank of Travancore, New Delhi, in dismissing Shri Pragati Kumar Tiwari vide dismissal order dated 28-6-2001 is just, fair and legal? If not to what relief the workman is entitled to and from what date?”

2. Claim statement was filed by the workman pleading that he joined services of the management bank as clerk-cum-cashier at its Karol Bagh branch on 12-8-95. He received memo dated 7-3-97 from Zonal Office, Madras, on the strength of which he was suspended w.e.f. 12-3-97. Charge sheet dated 7-9-99 was served upon him and a domestic enquiry commenced. He wrote letter dated 25-10-99 pleading that he has been implicated in false and frivolous case, with ulterior motive. His request for stay of departmental proceedings was declined. He approached

High Court of Delhi for stay of departmental enquiry. The management proceeded with the matter and passed an order of dismissal of his services, which resulted in frustration of his writ petition. He opted to withdraw his petition. During the course of enquiry, no reasonable opportunity was given to him to cross examine the witnesses. Hand-writing expert was not an impartial person, hence his report cannot be termed as an independent piece of evidence. The report of the Enquiry Officer was based on false and frivolous allegations, hence it cannot attract any punishment. As per the provisions of clause 21(ir) of Bipartite Settlement dated 14-2-95, punishment awarded by the Disciplinary Authority was uncalled for. A charge sheet was submitted against him by the C.B.I. before a criminal court. He was acquitted by the trial court. Findings of the Enquiry Officer were in contradiction to the findings of the criminal court, hence those findings cannot be used in awarding punishment to him. He presents that order of punishment is not sustainable. He claims his reinstatement in service with continuity and full back wages.

3. Contest was given to the claim by the management pleading that Pragati Kumar Tiwari entered into a criminal conspiracy with Sarvesh Kumar Mishra and the latter appeared in written examination held by the B.S.R.B. for selection of clerks. He forged signatures of Shri Tiwari on Admit Card and answer sheet also. On the basis of answer sheet, written by Shri Mishra, Pragati Kumar Tiwari was declared successful in written examination. Shri Tiwari appeared before the Interview Board and was appointed as clerk-cum-cashier in Karol Bagh Branch of the bank. When fraud came to light, he was suspended and charge sheeted, vide order dated 9-9-99. Enquiry was initiated against him. The Enquiry Officer gave reasonable opportunity to him to defend himself. Claimant moved High Court of Delhi for stay of the enquiry proceedings but his writ petition was declined. He was represented by Shri K.K. Sukumaran, his defence representative, before the Enquiry Officer. He examined his witnesses before the Enquiry Officer. The Enquiry Officer has not violated either the provisions of Bipartite Settlement or principles of natural justice. After giving him a show cause and personal hearing, the Disciplinary Authority imposed punishment of dismissal. It has been projected that in a criminal trial proof beyond reasonable doubt is expedient to establish charges, while in a departmental enquiry the matter is adjudicated on preponderance of probabilities. Charges were distinct and different than the charges which were before the criminal court. He was acquitted by the trial court on technical reasons, which acquittal does not come in the way of the management. Claim petition deserve dismissal and the same may be dismissed.

4. On pleadings of the parties following issues were settled:

1. Whether the enquiry conducted by the management is fair and proper?
2. As in terms of reference.
3. Relief.

5. Issue No. 1 was treated as a preliminary issue. Pragati Kumar Tiwari examined himself in support of his

claim. Shri Babu Raj was examined on behalf of the management. After hearing the parties and on consideration of the evidence adduced, issue No.1 was answered in favour of the management and against the claimant, vide order dated 4-2-2010.

6. Arguments on proportionality of punishment were heard. Shri Rajat Arora, authorised representative, advanced arguments on behalf of the management. None came forward on behalf of the workman, to advance arguments on the matter. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 2

7. Babu Raj, the Enquiry Officer had proved his report as Ex.MW1/2. He testified that the report was recorded on consideration of evidence adduced by the parties as well as their written submissions. On perusal of report Ex.MW1/2 it came to light that Pragati Kumar Tiwari had applied for a post of clerk in B.S.R.B. in the year 1994. He was required to appear in the written examination on 13-11-94, at Govt. Girls High School No.1, East of Kailash, New Delhi. Instead of appearing in that examination, he entered into a conspiracy with Sarvesh Kumar Mishra, a clerk in Oriental Bank of Commerce, Shastri Nagar branch, Ghaziabad, U.P. In pursuance of that conspiracy, Shri Sarvesh Kumar Mishra appeared in the examination, impersonating himself as Pragati Kumar Tiwari. Sarvesh Kumar Mishra had forged signatures of Shri Tiwari on Admit Card bearing Roll No. 31971113 and wrote answer sheet bearing Sl. No. 1523632. Unaware of that fraud, Pragati Kumar Tiwari was declared successful by the BSRB and called for an interview. He appeared for the interview and was declared eligible for appointment as clerk in the bank. An offer was given to him in that regard, which was accepted by Tiwari, knowing well that it was based on written examination held on 13-11-94, in which he had not appeared. Hence was not eligible for appointment. All these charges were found to be proved by the Enquiry Officer in his findings Ex.MW1/2. The Disciplinary Authority considered those findings and awarded punishment of dismissal to the claimant, vide his order dated 26-6-2001.

8. What should be the appropriate punishment, which can be awarded to the claimant? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would

impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

9. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

10. In *B.M. Patil* [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum

of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50 p. to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

11. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct allowed and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. reference can be made to a precedent in *Sanatak Singh* (1984 Lab. I.C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

12. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in *Bhagirath Mal Rainwa* [1995 (1) LLJ 960].

13. As detailed above Shri Tiwari entered into a criminal conspiracy with Sarvesh Kumar Mishra, who impersonated himself as the claimant in the examination hall. In pursuance of the said conspiracy, signature of the claimant were forged on the Admit Card and Shri Mishra wrote answer sheet for the claimant. The claimant knew it well that he himself was under an obligation to take the examination in person. By sending Shri Mishra to the examination hall, the claimant cheated B.S.R.B. and ultimately management bank, who offered him job of a clerk. Acts of forgery, cheating, conspiracy and impersonation committed by the claimant as well as Shri Sarvesh Kumar Mishra are very grave. Impersonation as claimant was done by Shri Mishra, to accord benefit to the claimant. Series of acts were committed with a view to defraud the B.S.R.B. and the bank. One who commits such serious offences deserves severe punishment of dismissal. Therefore, punishment of dismissal awarded to the claimant commensurate to his misconduct. Act of dismissing services of the claimant vide order dated 28-6-2001 is found to be fair, just and legal. The issue is, therefore, answered in favour of the management and against the claimant.

14. Relief.

15. In view of the foregoing reasons it is evident that the claimant is not entitled to any relief. His claim statement is devoid of merits and liable to be dismissed. accordingly his claim statement is discarded. Resultantly an award is passed in favour of the management. It be sent to the appropriate Government for publication.

Dated 22-4-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 12 मई, 2010

का.अ. 1471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 24/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/252/2003-आई आर (बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 12th May, 2010

S.O. 1471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2004) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 12-5-2010.

[No. L-12011/252/2003-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated 4th May 2010

PRESENT : Shri S. N. NAVALGUND, Presiding Officer
C.R. No. 24/2004

I PARTY

The Regional Secretary,
Vijaya Bank Workers
Organisation, 122,
1st Floor, Srinath Complex,
New Cotton Market, Hubli

II PARTY

The Deputy General Manager,
Vijaya Bank, Head Office,
M.G. Road, Trinity Circle,
Bangalore- 560 001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and Sub section 2A of Section 10 of the Industria Disputes Act, 1947(14 of 1947)has referred this dispute vide order No.L- 12011/252/ 2003-1R(B-11)dated 18.03.2004 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of Vijaya Bank is justified in terminating the services of Shri Raju Rachappa Koppal Sweeper, without complying with the provisions of ID Act, 1947? If not, what relief the workman is entitled to?"

2. Pursuant to the Issuance of notice to both the parties, they entered their appearance through their respective advocates and the first party filed its Claim Statement and Second Party filed its Counter Statement and after both the parties led their evidence, the first party and its workman filed a memo on 28.05.2008 to the effect that the Second Party bank having provisionally selected the first party workman for the post of Peon in the bank, he is satisfied with the offer of appointment made by the bank and he wishes to withdraw the dispute raised under the reference as fully settled.

3. Today, the Learned Advocate appearing for the Second Party submitted that in view of the regularization of the first party, by the second party bank, as per the memo filed by the first party workman dated 28.05.2008, the reference may be disposed off.

4. Since the first party withdrew the dispute being selected for the post of Peon in the Second Party Bank and request to dispose off the reference as withdrawn, the reference deserves to be rejected as withdrawn by the first party workman. In the result, I pass the following award:

AWARD

The reference is rejected as withdrawn. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 4th May 2010)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 12 मई, 2010

का.आ. 1472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.आर. डी. ओ. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 7/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-5-2010 को प्राप्त हुआ था।

[सं. एल-14011/6/2008-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th May, 2010

S.O. 1472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.7/2009) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D.R.D.O. and their workman, which was received by the Central Government on 12-05-2010.

[No. L-14011/6/2008-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1 KARKARDOOMA COURT COMPLEX
DELHI

I. D. No. 7/2009

Shri Rajinder Sharma through Shri V. N. Sharma
General Secretary of AICEA, Canteen Mazdoor Sabha,
48, Lado Sarai, (F-48 Lado Sarai).
New Delhi-110030.Workman

Versus

The Director (LASTEC),
DRDO,
O/o the Director LASTEC, Metcalf House,
Delhi-110054Management

AWARD

A Bearer/Attendant was appointed in defence Science Laboratory Canteen, Metcalf House, Delhi, on 21st of January, 1976, in the scale of Rs. 70—85. It was a non statutory Canteen. In pursuance of directions given by the Apex Court benefit of statutory canteen were accorded to the employees of non statutory canteens. Consequently status of Government employee was accorded to that bearer on 22-10-1980. He served the canteen till 30-6-2007 the date when he reached the age of superannuation. First financial

upgradation was granted to him in the scale of Rs.3050—3950 on 9-8-99. Second financial upgradation was granted to him in the scale of Rs. 3200—4900 w.e.f. 22-10-2004, which scale was revised to Rs.5200—20200 with grade pay of Rs. 2000. He was labouring under a misconception that second upgradation was available to him in the scale of Rs 4000—6000. He raised a demand in that regard. When his demand was not conceded to, he approached All India Central Government Employees Association and Canteen Mazdoor Sabha, who opted to espouse his claim. The said union filed a claim before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L-14011/6/2008-IR(DU), New Delhi dated 29-7-2008, with following terms:

"Whether the demand of AICEA Canteen Mazdoor Sabha for seeking pay scale of Rs. 4000—6000 for Rajinder Sharma, bearer from the management of Statutory Canteen D.R.D.O. is legal and justified? If yes, to what relief workman is entitled to?"

2. Claim statement was filed on behalf of Shri Rajinder Sharma pleading that statutory canteens are established under Section 46(O) of the Factories Act, 1948, which are controlled by the establishment of respective departments. Non statutory Canteens are also there in some of the departments. Employees of statutory and non statutory canteens were to be treated at par in pursuance of the directions given by the Apex Court. It has been pleaded that Rajinder Sharma was appointed as Bearer/Attendant 'B' on 21-1-76. He was accorded status of a Government employee on 22-10-80. On recommendation of 5th Pay Commission Cooks, employed in statutory canteen established in the Ministry of Defence were granted 1st financial upgradation in the scale of Rs.1320—2040, which scale was revised to Rs. 4000—6000 and 2nd financial upgradation on was granted in the scale of Rs. 1600—2660 which scale was revised to Rs. 5000—8000 Post of cook and Assistant Halwai were to be upgraded in the scale of Rs. 950—1500 and to be given first and second financial upgradation, as referred above. He was not granted financial upgradation, as per scale available in canteen being established by Department of Space and Technology, Government of India. A bearer in the said department gets first financial upgradation in the scale of Rs. 3050—4590 and second financial up gradation in the scale of Rs. 4000—6000. An order was issued by the management on 7-7-2008 in which pay scale for Halwai- cum -Cook was mentioned as Rs. 3200—4900. Management issued order dated 20-1-2009/21-1-2009 and granted second financial upgradation to him in the scale of Rs.3200—4900 w.e.f. 22-10-2004. Management was under an obligation to grant

him 2nd financial upgradation in the scale of Rs. 4000—6000. A claim has been made that Rajinder Sharma is entitled to second financial upgradation in the scale of Rs. 4000—6000 w.e.f. 22-10-2004, besides other consequential benefits.

3. Management demurred the claim pleading that two sets of canteen employees viz. statutory canteen employees and non statutory canteen employees are working in various Labs. Pay scales and nomenclature of the posts for those two sets of employees were different. In pursuance of Government of India decision dated 7-7-2008, management took steps for restructure of pay scale and designations in statutory and non statutory canteen, vide its order dated 10-7-2008. Thereafter employees of statutory and non statutory canteens were given common designation and pay scales w.e.f. 14-1-2008, in line with Staff Investigation Unit recommendations. In pursuance of those restructured pay scales and designations 1st financial upgradation was granted to Rajinder Sharama in the scale of Rs. 3050-4590 and second financial upgradation was granted to him in the scale of Rs. 3200-4900, w.e.f. 22-10-2004. Parity with the post of clerk /cook is entirely misplaced and claimant cannot seek second financial upgradation in the scale of Rs. 4000-6000. It has been claimed that his claim deserves dismissal.

4. Rajinder Sharma has examined himself in support of his claim. Shri Debashis Dey was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri Vidya Nand Sharma, authorised representative, advanced arguments on behalf of the claimant. Shri Sanjeev Yadav, authorised representative, raised his submissions on behalf of the management. I have given my carefull considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

6. Shri Rajinder Sharma testified that he was appointed as canteen boy on 21-1-76 in ad-hoc capacity in wet canteen of D.R.D.O. His services were regularized on 22-10-1980, in the pay scale of Rs. 196-232. IVth Central Pay Commission modified that scale of pay to Rs. 750-940, which scale was revised to Rs. 2650-4000 by Vth Central Pay Commission. On 9-8-99 1st financial upgradation was to be granted to him. On that date he ought to have been upgraded, in the scale of Rs. 3050-4590. His pay was fixed in the scale Rs. 3050-4590 vide order dated 21-1-2009, copy of which order is EX.WW1/1. Though his pay was revised, yet, his arrears have not been released till date. On 20-10-2004 2nd financial upgradation became due. He was also granted 2nd financial upgradation in the scale of Rs. 3200-4900, vide order Ex.WW1/1. His arrears have not

been paid yet. Attendant “B” are getting their wages in the scale of Rs. 4000-6000 since 22-10-2004. Vth Pay Commission had recommended 2nd financial upgradation in the scale of Rs. 4000-6000 for his category. Canteen Mazdoor Sabha filed an application before Jabalpur Bench of Central Administrative Tribunal, which was adjudicated on 2-7-2009, copy of which order is Ex.WW1/2. In 2005 an application was moved by Canteen Mazdoor Sabha before Central Administrative Tribunal which was adjudicated on 1-2-2006, copy of which order is Ex.WW1/3. Ministry of Personnel, Public Grievances and Pension issued order dated 18-4-2006, copy of which order is Ex. WW 1/4. On 10-4-2006 order was issued by the said Ministry, copy of which order is Ex.WW1/5. An order was issued by All India Institute of Medical Sciences on 17-4-08, copy of which order is Ex.WW1/6. On 24-2-2005 wet canteens were declared as statutory canteen, copy of which order is Ex.WW1/8. He admits that he was aware that the management had granted him 1st ACP on 9-8-99 in the scale of Rs. 3000-4590 and second financial upgradation on 22-2-2004 in the scale of Rs.3200-4900.

7. Debashish Dey deposed that order Ex.WW1/M1 was issued by the Government on 7-7-2008 on the strength of which posts have been restructured alongwith pay scales. Pay scale for the workman appears at Sl.No.3 of Annexure (IV) appended to Ex.WW1/M1. He presents that there is no promotional post for a bearer. The management had adopted the order dated 14-1-2008, issued by Department of personnel, Training and thereafter issued order Ex.WW1/M1. He admits that the workman is matriculate. However, he denies that matriculate bearer will get second financial upgradation in the scale of Rs. 4000-6000.

8. When facts testified by Rajinder Sharma and Debashish Dey were appreciated, it came to light that an order Ex.WW1/5 was passed by Ministry of Personnel, Public Grievances and Pension, Government of India, New Delhi, on 10-4-2006, declaring Assured Career Progression Scheme for canteen employees working in non statutory Departmental Canteen/Tiffin Room located in Central Government Offices, on implementation of S.I.D. Report. In that order revised designations for posts in non statutory departmental canteen with upgraded pay scales are detailed. Post of General Manager with scale of pay of Rs. 5500-9000 is at the top and post of safaiwala with scale of Rs. 3550-3200 is at the bottom. Post of bearer is at sl.No.1 with the scale of pay of Rs. 2610-3540. In annexure to Ex.WW1/5 scales for 1st financial upgradation and 2nd financial upgradation are mentioned. Post of bearer has a pay scale of Rs. 2600-3540 with 1st financial upgradation in the scale of Rs. 3050-4590 and 2nd financial upgradation in the scale of Rs. 3200-4900, in case of a non matriculate. For matriculate 2nd financial upgradation is in the scale of Rs. 4000-6000.

9. Ex.WW1/MI was issued by the management on 7-7-2008 which is based on OM No. 13/10//2001-Dir.(C) dated 22-12-2004, on implementation of S.I.U. Recommendation WW1/MI post of canteen attendant "B" and Canteen 'B' "HS" have been restructured as post of canteen attendant 'B' (Tea/Coffee maker/bearer) and scale of pay has been provided as Rs.2610-3540. Therefore, it is emerging over the record that in EX.WW1/MI canteen attendant 'B' has to get 1st financial upgradation in the scale of Rs. 3050-4590 and 2nd financial up gradation in the scale of Rs. 3200-4900. Ex.WW1/MI is in consonance with Ex. WW1/5 in all respect, except that for matriculate bearer second financial upgradation has not been granted in the scale of Rs. 4000-6000.

10. Whether these lapses on the part of the management is in accordance with the principles of equality. Answer lies in negative. As propounded equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated a like both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

11. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In away, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought

to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

12. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

13. A bearer who is matriculate and serving in non statutory departmental canteen /tiffin room located in the Central Government Offices is entitled to 2nd financial upgradation in the scale of Rs. 4000—6000. The claimant is a bearer, who is matriculate too. Therefore, he is not placed in different and distinct footing than the bearer serving in non- statutory canteen /tiffin room located in the Central Government offices. Consequently the claimant cannot be treated differently than those bearers of non statutory departmental canteens. The management, who is State within the meaning of Article 12 of the Constitution of India, cannot be permitted to discriminate the claimant. Therefore, Ex.WW1/MI, which does not provide financial upgradation to a matriculate bearer in the scale of Rs.4000-6000 is to be discarded on that point.

14. Demand raised by AICEA Canteen Mazdoor Sabha for seeking 2nd financial upgradation for Rajinder Sharma in the scale of Rs. 4000-6000 is found to be justified and legal. Management cannot be permitted to treat him differently than the employees, who are similarly situated. According to fundamental rights of equality to the claimant, the management is commanded to grant him 2nd financial upgradation in the scale of Rs. 4000-6000 w.e.f. 22-10-2004, in pursuance of EX.WW1/5. Since the claimant stands superannuated, the management shall refix his pay, sanction his pension in accordance with revised pay and grant retiral benefits accordingly. An award is passed on the same terms. It be sent to the appropriate Government for publication.

Dated 29-4-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 14 मई, 2010

का.आ. 1473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे फार्मान्स कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 62/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-41012/19/2007-आई आर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.62/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. I, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Railway Finance Corporation Ltd. and their workman, which was received by the Central Government on 14-05-2010.

[No. L-41012/19/2007-IR (B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, No. 1, NEW DELHI**

I.D. No. 62/2007

Smt. Jaspreet Kaur, daughter of Shri Preet Pal Singh,
Through All India General Mazdoor Trade Union (Regd.)
AITUC
R/o 170, Balmukund Khand Giri Nagar, Kalkaji,
New Delhi - 110019.

.... Workman

Versus

The General Manager,
Indian Railway Finance Corporation Ltd.
Fast Tower, (Upper Ground Floor),
NBCC Bhism Pitamah Marg, Pragati Vihar, Lodhi Road,
New Delhi-110003

....Management

AWARD

A girl was engaged for rendering stenographic services in Indian Railway Finance Corporation Ltd. (hereinafter referred to as the management) through a contractor. She was paid her wages by the contractor, to which proposition she never raised any objection. A writ petition was filed by her before High Court of Delhi, claiming

regularization of her services by the management, though the Contractor was also impleaded as a party to that petition. Her petition was disposed of with directions to her to approach industrial adjudicator, through legal process. Consequently she filed a claim before the Conciliation Officer. Since no settlement could arrive at, a failure report was submitted by the Conciliation Officer. On consideration of the said failure report, appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-41012/19/2007-IR(B-I), New Delhi, dated 17-8-2007, with the following terms :—

“Whether the demand of All India General Mazdoor Trade Union in respect of Smt. Jaspreet Kaur Ex-workman for re-instatement & regularization in the establishment of Indian Railway Finance Corporation, New Delhi is just, fair and legal? If not to what relief the workman is entitled to and from which date?”

2. Claim statement was filed pleading therein that Smt. Jaspreet Kaur was serving as Private Secretary to Group General Manager (Bonds), Indian Railway Finance Corporation Ltd. since 2nd of September, 1996. She was paid 3300 PM as her wages. She was working honestly and diligently. She never gave any chance of complaint to her employer. No charge sheet was ever served upon her. She was not paid overtime wages at double rate of her pay, annual increment, transport allowance, house rent allowance, weekly off, leave and holidays etc. Neither appointment letter nor attendance card nor identity card were given to her. When she demanded aforesaid facilities, besides her wages in accordance with minimum wages fixed by the Government of N.C.T. of Delhi, her services were terminated on 29-2-2002. Termination of her services was in violation of the provisions of section 25-F of the Industrial Disputes Act, 1947 (in short the Act).

3. She filed a writ petition bearing No. 183 of 1999 before High Court of Delhi. While disposing that writ petition, High Court observed in its order dated 29-1-2003 that she may file her claim before the Conciliation Officer. Accordingly, she had filed her claim before the Conciliation Officer demanding her unpaid wages, reinstatement in services with continuity and full back wages. Management was summoned by the Conciliation Officer but Conciliation proceedings failed and a failure report was submitted under sub-section (4) of section 12 of the Act. The Management had adopted unfair labour practice and her services were terminated with a view to exploit her. She claims reinstatement of her services with continuity and full back wages, besides payment of her unpaid wages, bonus, weekly off and holidays.

4. Management demurred her claim pleading that the claimant was not its employee. There existed no relationship of employer and employee between the parties. The management is not an “industry” within the meaning

of the Act. It was pleaded that in her writ petition the claimant impleaded the contractor as a party and sought regularization of her services with the management. Now she has taken a different stand and claimed that she was an employee of the management. It has been projected that she was an employee of the contractor, who paid her wages for considerable long period. She was well aware about her status, as emerge out of facts pleaded by her in the writ petition, filed before High Court of Delhi. With ulterior motive she had taken altogether different stand in her claim statement. Her claim statement is liable to be dismissed. She is not entitled to any relief, much less relief of reinstatement in service of the management with continuity and full back wages.

5. In the written statement facts pleaded by the management were found to be very vague and of uncertain terms. Instead of giving direct reply to the proposition put forward by the claimant, the management went on to narrate stories. With difficulty, real controversy put forward in the written statement could be ascertained. Such form of pleading is depreciable.

6. Claimant has examined herself in support of her claim. Ms. Neera Kuntia tendered her affidavit to substantiate the stand of the management. She was cross-examined at length on behalf of the claimant.

7. Arguments were heard at the bar. Shri anil rajput, authorised representative, advanced arguments on behalf of the workman. Shri R.P. Kapur, authorised representative, raised his submissions on behalf of the management. Shri Kapur had filed written arguments too. I have given my careful considerations to the arguments advance at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :-

8. Smt. Jaspreet Kaur deposed that on 2-9-96 she joined as private secretary to Group General Manager (Bonds) and Company Secretary, Indian Railway Finance Corporation, New Delhi. She was getting consolidated salary of Rs. 3300 pm. No facility such as overtime, travelling allowance etc. was given to her. Appointment letter was not issued in her favour. She used to mark her attendance in attendance register kept for that purpose. She worked with the management continuously upto 29-1-2002. She filed a writ petition before High Court of Delhi for regularization of her services with the management. High Court passed an order, directing her to approach Industrial Tribunal through the appropriate Government. Her services were terminated by the management on 29-1-2002. No notice was served upon her prior to termination of her services. No wages in lieu of notice were paid. No retrenchment compensation was paid to her. Till the date of her termination, she has rendered seven years continuous service with the management. Action of the management, in terminating her services, was not in consonance with law. She was working as Private Secretary to Shri G. S. Verma, Group General Manager (Bonds) and Company

Secretary. Letter Ex. WW1/1 bear signatures of Shri Verma, on the strength of which her antecedents were got verified from police. This letter was written by Shri Verma when she was to join services with the management. Letters Ex. WW1/2 and Ex. WW1/3 were written by her to Ms. Meenakshi Dhanda and G. Ramchandran in the capacity of Private Secretary to Group General Manager and Company Secretary. Manoj Kriplani, Relation Manager of Citi Bank, wrote letter Ex. WW1/4. All these documents go to show that she had worked with the management for the period referred above. She concedes that management never issued cheques towards her salary. M/s Allied Computers used to issue cheques to her for her salary. She never demanded her wages from M/s Allied Computers, since they were not known to her. Company Secretary used to hand over those cheques to her. She projects that she came to know about vacancy with the management through Rajinder Prasad, who was working there.

9. Ms. Neera Khuntia swears that the claimant was employed by Ms. Karvi Consultants Ltd., M/s. Allied Computer Technics Pvt. Ltd., and M/s Shiv Associates, who paid her wages all throughout. The arrangement made by the management continued for a very long period. Claim of the claimant that she was an employee of the management is false to her knowledge. In communication Ex. WW1/1 it has nowhere been mentioned that she was to be employed on the post of Stenographer. On the strength of documents Ex. WW1/2, Ex. WW1/3 and Ex. WW1/4, the claimant cannot establish that she was an employee of the management. She was not appointed by the management in its services. No appointment letter was issued to her. Letter Ex. WW1/4 was addressed to the claimant and not to the management. She projects that there was no relationship of employer and employee between the parties.

10. When facts presented by Smt. Jaspreet Kaur and Ms. Neera Khuntia were closely appreciated, it came to light that much emphasis has been laid by the claimant on letter Ex. WW1/1. Perusal of Ex. WW1/1 makes it clear that the said letter was addressed to Assistant Commissioner of Police, Ambedkar Nagar Police Station, New Delhi, by Shri C.S. Verma, Group General Manager (B) and Company Secretary, Indian Railway Finance Corporation Ltd., New Delhi. In that letter he mentioned that they propose to engage Km. Jaspreet Kaur for rendering stenographic services with the management. A request was made to verify her antecedents. It would be expedient to reproduce the contents of the said letter, which are extracted thus :

“To

The Assistant Commissioner of Police,
Ambedkar Nagar, Police Station,
Ambedkar Nagar,
New Delhi,

Dear Sir,

Sub : Verification of Antecedents.

"We propose to engage Kumari Jaspreet Kaur daughter of Shri Pirthi Paul Singh, Resident of F-2/354, Sangam Vihar, New Delhi, for rendering stenographic services to this Corporation. We shall be grateful if you could verify her antecedents at the earliest so as to enable us to proceed further in the matter.

Thanking you

Yours faithfully,
for and on behalf of
Indian Railway Finance Corporation Ltd.
Sd/-
(C. S. Verma)
G.G.M.(B) & Co. Secy."

11. Key-note of this letter are the words "we propose to engagefor rendering stenographic service to this corporation". Shri Rajput argued that this letter makes it clear that Shri Verma wrote to the Assistant Commissioner of police seeking verification of antecedents of Kumari Jaspreet Kaur, since the management was to engage her for rendering stenographic services to it. Engagement of Kumari Jaspreet Kaur makes it clear that the management had employed her for the post of stenographer. This letter highlights in unequivocal words that Kumari Jaspreet Kaur was appointed for rendering stenographic services with the management. Contra to it Shri Kapur presents that engagement of Kumari Jaspreet Kaur for rendering stenographic services does not mean that she was appointed by the management for that post. He argued that Kumari Jaspreet Kaur was appointed by the contractor, who lend her services to the management. Therefore, this document nowhere establishes that Kumari Jaspreet Kaur was appointed by the management as a stenographer.

12. Dictionary meaning of word "engage" is to attract or involve, employ or hire, enter into a contract to do, participate or become involved, enter into combat with, morally committed to a particular cause, pledge to be married, betrothed, occupied or busy. In Benninga (1946 K. B. 58) word engaged was defined. It was announced therein that word "engaged" is a deplorably ambiguous. An employer engages a servant when he makes an agreement with him for his services. A workman is engaged on work when he is actually carrying it out. In fact, "engage" of a master has an entirely different meaning from "engaged" in of a workman. When it is said that a person is engaged in any business, it usually means he is engaged mainly or principally in that business, and the same would be the position, when relevant clauses refers to an establishment engaged in the specified 'industry'. That is, common sense view which is consistent with the current and expected denotations of the words "engaged in". Reference can be made to National Projects Construction Corporation Ltd. [1969 (74) ITR 465].

13. A person acting under the direction of another is obviously employed by the person under whose

directions he is performing the job. Legal connotation of word "employed" is well known. It connotes existence of relationship of master and servant between the employer and the employee. In other words, it involves the concept of employment under a contract of service. The word "employed" does not necessarily mean employed in casual work. It may merely mean "keeping (him) in the service". Where A agreed with B that he, as solicitor of the company, should receive and accept a salary at Rs. 1200 per annum, instead of sending him an annual bill of costs, and would act for the company for that salary, in all matters connected with the company, with certain exceptions, it may be pertinent to determine what are the obligations upon the parties to such an agreement. It appears that for a year, at least, the attorney would be bound transact the general business of the company for that salary only, and A would be bound for the same period at least to keep him in his retainer and employment as an attorney and solicitor; though A might have no work to do. Similarly, medical advisers may be employed at a salary to be ready in case of illness, members of theatrical establishments in case their labours should be needed; household servants in performance of their duty when their masters wish; in these and other similar cases, the requirements of actual service is distinct from the employment by the party employing. The test which has to be applied in determining the question as to whether a person is employed in a commercial establishment is whether he is wholly or principally employed in connection with the business of the said establishment. As soon as it is shown that the employment of the person is either wholly or principally connected with the business of the establishment, he falls within the definition of an employee. Reference can be made to T.Devdasan [1972 (25) F.L.R. 226].

14. A person will be an employee, if he is employed for wages in or in connection with the work of an establishment or if he is directly employed by the principal employer on any work of or incidental or preliminary to or connected with the work of the establishment or if he is employed by or through an immediate employer on the premises of the establishment or if his services are temporarily lent or let on hire to the principal employer by the person with whom the person whose services are so lent or let on hire has entered into contract of service. The term also includes any person employed for wages connected with the administration of the establishment or any part, department or branch thereof with the purchase of raw material for or the distribution or sale of the products of the establishment. Reference can be made to Gnanambikai Mills Limited [1974(2) LLJ 530]. The word "employee" takes within its sweep any person wholly or mainly employed on wages by an employer in or in connection with any trade, business or manufacture carried on by him. Existence of a Ejural relationship of master and servant is the main attribute of the word "employee". It involves the concept of employment under a contract of service; in contradiction to contract for service.

15. In Food Corporation of India [1985 II LLJ (4)], the Apex Court ruled that the expression “employed” has at least two known connotations, viz. relationship brought by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them. It discloses a relationship of command and obedience as essential condition for a person being an employee and that there should be, in other words, a relationship between the employee and him as that of master and servant. Where a contractor employs a workman to do work which is connected with a third person, the workman of the contractor would not, without something more, become the workman of the third person.

16. In the light of the definition of the word “engage” and “employed”, it would be ascertain as to whether Ex. WW1/A brings it over the record that Km. Jaspreet Kaur was engaged by the management directly in its services. As detailed above, the letter speaks that management proposed to engage Km. Jaspreet Kaur “for rendering stenographic services in its establishment”. These words are to be appreciated along with the attending circumstances. As testified by Km. Jaspreet Kaur her salary was released in her favour by M/s Allied Computers. Cheques of her salary were issued by M/s Allied Computers and the same were handed over to her by the management. It has been contended by Shri Kapur that Km. Jaspreet Kaur was in the service of the contractor, namely, M/s Allied Computers and that fact was well known to her. In her writ petition Km. Jaspreet Kaur arrayed M/s Allied Computers as a party and attempted to seek relief of regularization in the services of the management. Consequently it is evident that Km. Jaspreet Kaur projected a claim before the High Court that she was employed by the management through the contractor, namely, M/s Allied Computers. Her claim was that stenographic job was of permanent in nature and contract between the management and M/s Allied Computers was sham and bogus and she would be deemed to have been in the services of the management. Those surrounding circumstances, pleaded in the writ petition, are to be taken note of while giving interpretation to the words, “propose to engage Km. Jaspreet Kaurfor rendering stenographic services to this corporation”.

17. Facts pleaded by the claimant in her writ petition, make it clear that Km. Jaspreet Kaur was employed by M/s Allied Computers to do work, which was outsourced by the management. Contract system was invoked and M/s Allied Computers employed Km. Jaspreet Kaur to render stenographic services to the management. Though Km. Jaspreet Kaur was an employee of M/s Allied Computers, yet Shri C.S. Verma thought it expedient to get her antecedents verified. He wrote letter Ex. WW1/I wherein he mentioned that the management propose to engage her for rendering stenographic services to it. The

word “engage” was not used in Ex. WW1/I with a view to create a relationship of master and servant between the management and Km. Jaspreet Kaur. It was loosely used with a view to express that Km. Jaspreet Kaur was to perform stenographic services with the management on behalf of the contractor and her services were to be utilized in that regard. The words “propose to engagefor rendering stenographic services” were not used with a view to establish a relationship of employer and employee between the parties. It was used to denote remote or far fetched relationship with her, that is, relationship of a contract employee. It nowhere tells that she was engaged as an employee by the management. Therefore, the words “propose to engage” used in Ex. WW1/I nowhere go to show that Shri Verma made it clear from contents of that letter that Ms. Jaspreet Kaur was an employee of the management.

18. Emphasis has been laid by the claimant on letters Ex. WW1/2, Ex. WW1/3 and Ex. WW1/4 with a view to project that she was working as Private Secretary to Shri C.S. Verma, Group General Manager (B) and Company Secretary to the management. She projects that these letters bring it over the record that she was an employee of the management. Letter Ex. WW1/2 was written by the claimant to Ms. Meenakshi Dhanda of Standard Chartered Bank, D.L.F. Centre, Parliament Street, New Delhi. In that letter Ms. Dhanda was requested to arrange for admission passes for a show, “Comedy of Errors” scheduled for 14th April, 1997 at Kamani Theatre, New Delhi, which passes were needed for Smt. and Shri C.S. Verma. In that letter the claimant had designated herself as PS to Group General Manager/ I.R.F.C. Letter Ex. WW1/3 was written by the claimant to Shri R. Ramchandran, Senior Vice President, Corporate Finance Advisor, U.T.I. Securities Exchange Ltd., Indane House, 82, Dr. Annie Basant Road, Worli, Mumbai, in which letter too she claims herself to be Private Secretary to Group General Manager & Company Secretary of the Management. Ex. WW1/4 was written by Shri Manoj Kriplani of Citi Bank to the claimant, in respect of telephonic conversation, demanding annual report of the management for the year 1996-1997 and 1997-1998. Ex. WW1/4 was addressed to Km. Jaspreet Kaur at official address of the management. Her designation has not been detailed in the said letter. Ex. WW1/4 nowhere projects that she was an employee of the management. A contract employee, working on behalf of the contractor, can be addressed in the fashion in which claimant has been addressed in Ex. WW1/4. Therefore, Ex. WW1/4 nowhere espouse her claim.

19. In Ex. WW1/2 and Ex. WW1/3, claimant presents her designation as that of Personal Secretary to Group General Manager and Company Secretary of the management. therefore, these two letters are in the form of an admission made by the claimant in respect of her designation and status. Whether such an admission can be proved by the claimant? Answer lies in negative.

Admissions cannot be proved by or on behalf of the person who makes them or by his representative in interest except—(i) when it is of such a nature, that if the person making it were dead, it would be relevant between third persons as dying declaration,, (ii) when it consists of a statement of the existence of any state of mind or body, made at or about the time when such state of mind or body existed and is accompanied by conduct rendering its falsehood improbable, and (iii) when it is relevant otherwise than as an admission, enacts Section 21 of the Evidence Act. Though technical rules of evidence are not applicable before this Tribunal, yet principles in respect of proof of admission by the party making it are to be applied. When admissions, regarding her status and designation, made by the claimant in Ex. WW1/2 and Ex. WW1/3, are assessed on principles referred above, it became evident that those admissions cannot be proved by her, since contents of these letters would not operate either as a dying declaration, nor it project existence of any state of mind or body of the claimant, which was in existence at the time when she made aforesaid admissions nor those admissions are otherwise relevant other than admission. Therefore, contents of Ex. WW1/2 and Ex. WW1/3 do not espouse her claim. She cannot prove these admissions to show that at the relevant time she projected her status and designation as that of Private Secretary to G.G.M. and Company Secretary.

20. She admits that she filed a writ petition before High Court of Delhi wherein M/s. Allied Computers was arrayed as a party. It is her case that in that writ petition she made prayer for regularization of her job with the management. Therefore, out of these facts it stands crystalised that claimant projects that she was an employee of the contractor, namely, M/s. Allied Computers, but she made an effort to get her services regularized with the management. Therefore, it is clear that she is an employee of the contractor. It is not her case that employment of contract labour in any process/operation or other work in the establishment of the management was prohibited by way of notification issued by the Central Government under sub-section (1) of Section 10 of the Contract Labour (Regulation & Abolition) Act, 1970 (in short the Contract Labour Act). When employment of contract labour in any process, operation or other work of the establishment was not prohibited, the employment of the claimant as a contract labour by the management will not show that she was a direct employee of the management.

21. No evidence worth name has come over the record that the management was registered under Section 7 of the Contract Labour Act or M/s. Allied Computers was a licensee under section 12 of the Act. When a principal employer or a contractor violates the provisions of section 7 or 12 of the Contract Labour Act, the only consequence provided under the Contract Labour Act is the penal provision as envisaged under the Contract Labour Act, for

which reference may be made to Section 23 and 25. Merely because contractor or employer had violated any provisions of the Contract Labour Act or the rules, the contract labour would not be deemed to have become the employee of the principal employer. Law to this effect was laid by the Apex Court in Dina Nath (1992 Lab. I.C. 75). Therefore, it is evident that the claimant was a contract labour employed by the contractor, namely, M/s. Allied Computers to render stenographic services to the management. Non registration of the management or violation of the provisions of Section 12 of the Contract Labour Act by the contractor would not confer a status of an employee of the principal employer.

22. When claimant was an employee of the contractor in such a situation it does not lie in her mouth to claim that her services were dispensed with by the management. She does not have any claim for notice or pay in lieu thereof from the management. No right to receive retrenchment compensation ever accrued in her favour. The management was not under an obligation to provide her benefits under section 25-F of the Act. Demand of All India General Mazdoor Trade Union for her reinstatement and regularization in the services of the management is neither legal nor fair nor just.

23. There is other fact of the coin In Uma Devi (2006 (4) SCC 1) the Apex Court considered the proposition as to whether the persons who got employment without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled thus :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent was not emphasized here can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Pira Singh (1992 (4) SCC 118) is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the

law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

24. Taking note of some of recent decisions, the Apex Court held that the state does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* (2006 (2) SCC 482) with approval, wherein it was ruled thus.

“The appointment to any post under the state can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial, through a written examination or interview or some other rational criteria for judging the inter se merit of candidates, who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution.”

25. In *P. Chandra Shekhara Rao and Others* (2006 (7) SCC 488) the Apex Court referred *Uma Devi's* case (supra) with approval. It also relied the decision in *Uma Rani* (2004 (7) SCC 112) and ruled that no regularization is permissible in exercise of statutory powers conferred in article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* (2006 (5) SCC 493) the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* (2007 (1) SCC 408) the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

26. In *Uma Devi* ((supra)) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in

consultation with the public service commission. There fore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue then where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of these precedents neither continuance nor regularisation of services of the claimant can be ordered.

27. In view of the law laid above the claimant cannot seek a back door entry in the services of the management under the garb of reinstatement and regularization of her services. Her claim is found to be devoid of merits. The same is liable to be discarded. Consequently her claim is discarded. An award is, accordingly, passed. It be sent to the appropriate Government for publication

Dr. R. K. YADAV, Presiding Officer

Dated: 15-4-2010

नई दिल्ली, 14 मई, 2010

का.आ. 1474.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ ट्रान्स्वोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एरनाकुलम के पंचाट (संदर्भ संख्या 238/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

[सं. एल-12012/114/2002-आईआर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14th May, 2010

S.O. 1474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.238/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of State Bank of Travancore and their workmen, received by the Central Government on 14-5-2010.

[No. L-12012/114/2002-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 26th day of April, 2010/6th Vyshagam, 1932)

I D. 238/2006

(I.D. 12/2002 of State Labour Court, Ernakulam)

Workman :

S. Sanathana Krishnan
T.C. 40/1659, Panachira Dam Road,
Jagathy, Trivandrum.

By Adv. Sri. T. P. Sajan.

Management :

The Chairman,
State Bank of Travancore,
Head Office, Poojappura,
Trivandrum - 695 012.

By Adv. C. Anilkumar.

This case coming up for hearing on 21-04-2010, this Tribunal-cum-Labour Court on 26-04-2010 passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference was made to state Labour Court, Ernakulam initially and was transferred to this court as per the order of Hon'ble High Court. A preliminary order was passed by this court finding that the enquiry is vitiated for violation of the principles of natural justice. Thereafter the management adduced evidence afresh.

2. The facts of the case in brief are as follows :- The claimant Sri. Santhana Krishnan was a Typist/Clerk in State Bank of Travancore, Broadway Branch. He was charge sheeted on the ground that he had stealthily removed two cheque leaves from the cheque book kept for issuing it to account holder of SB Account No.14229. Later by using one of the cheque leaves an amount of Rs. 2,20,000 was withdrawn by him from the above SB Account on 11-06-1994. He was suspended from service on 26-08-1994 and an enquiry was ordered. In the enquiry he was found guilty of the charges and was dismissed from service.

3. According to the workman the enquiry was conducted in violation of the principles of natural justice. The procedure adopted by the Enquiry Officer was irregular. Documents were marked without proving them through competent witnesses. The workman was not allowed to be represented by an officer conversant with the procedural formalities of departmental enquiry. He was not allowed to take the assistance of a legal expert. He was not allowed to cross examine management witnesses. The witnesses on management side were tutored witnesses. The officers of the bank, who appeared as witnesses in the enquiry were interested witnesses as they were the persons who issued the cheque book, passed the cheque without proper verification etc. The disciplinary authority confirmed the findings of Enquiry Officer and imposed the punishment of dismissal at a time when regarding the same incident a criminal case was pending before Chief Judicial Magistrate Court. Later the accused (the workman and another) were acquitted by the Magistrate Court.

4. The management contends that the enquiry was conducted in compliance with the principles of natural justice. The workman had fully participated in the enquiry. He was allowed to be represented in the enquiry by a union representative of his choice. But he did not avail the same. The workman had cross examined some of the management witnesses. He was afforded opportunity to adduce defence evidence. Copies of documents and list of witnesses of management were furnished to him. On the basis of the evidence the enquiry officer found the workman guilty of the charges. He was given a copy of enquiry report by the Disciplinary Authority calling for his remarks on the findings of enquiry officer. The workman was given notice of the proposed punishment and opportunity of personal hearing. The workman did not file appeal. Considering the gravity of the charges the punishment of dismissal was imposed. There is no bar in proceeding with departmental enquiry during the pendency of criminal case. The acquittal in the criminal case was not on merits but due to delay in prosecuting the case. There is no irregularity in the procedure adopted in the enquiry. The demand for engaging a lawyer was declined for the reason that the Presenting Officer was not a legally trained person. The enquiry is valid and the punishment is quite commensurate with the gravity of the offence.

5. In the light of the above contentions the following points arise for consideration.

1. Is the workman guilty of the charges?
2. What, if any, is the punishment?

The evidence consists of the oral testimony of MW1 to 4 and the documentary evidence of Exts. M1 to M1 (x) on the side of the management and no evidence on the side of workman.

6. Point No. 1:- The allegations against the workman Sri. S. Santhana Krishnan as per Ext. M1 (b) charge sheet is that he had stealthily removed two cheque leaves from the cheque book kept for issuing it to the account holder. Using one of the cheque leaves he withdrew Rs. 2,20,000 from the account of the customer by forging the signature of customer. Ext. M1 (e) is the reply of the workman to the charge sheet. He has denied all the allegations.

7. MW1 is the Enquiry Officer. MW2 is the Special Assistant of the bank. he had issued the cheque book to the representative of joint account holders (Sri. A. M. Jaini, A. K. Shaji & Smt. Rabiya Jaini). According to MW2 the Broadway branch of the bank was functioning in two buildings, one in CSI Church building where the usual bank transactions were carried on and the other behind Chackolas building where Government transactions along were carried on. as per the instructions of the bank on 13-05-1994 after attending the duty in the office behind Chackolas building for sometime he took charge in the office in CSI Church building vice the workman was

transferred to office behind Chackolas building. MW2 testifies that by that time he took charge from the workman the letter had received requisition from customer A.M. Jaini's representative, Ashraf for cheque book. The workman himself got the requisition sanctioned by Deputy Manager (MW3) and brought the cheque book along with the requisition to MW2. The workman reminded MW2 to note the account number and ledger number in the leaves of the cheque book. Accordingly MW2 noted the account number and ledger number (page 5 of MW2). MW2 then made entries in Cheque Issued register and the register and the cheque book were taken to deputy Manager (MW3) to get her initial. Thereafter MW2 issued the cheque book to the customer (page 4). He admits that he did not count the cheque leaves before the cheque book was issued to Ashraf (page 5). The witness admits that Deputy Manager and himself had verified the cheque book and were convinced of its correctness before it was issued to Ashraf (page-11). When he was asked whether the workman had violated the procedure for issuance of cheque book, his answer was that he was not able to say that the workman had violated the procedure (page-12). He admits that it was his duty to verify the cheque leaves, put the account number and ledger number and count the leaves before issuing the cheque book to the customer. Though the account number and ledger number are written by him he did not count the leaves. According to him the Deputy Manager who was the custodian of cheque books has also the duty to verify and be convinced of the correctness of cheque leaves. MW3 is the Deputy Manager, who was the custodian of cheque books and who had to order the requisition for issuing cheque books. MW3 admits that she had ordered the requisition which was brought by the workman and handed over the cheque book to the workman. thereafter the cheque book and the cheque issued register were brought to her for initial by MW2 (page 6 and 7 of MW3). She admits that the cheque book was issued to the customer by MW2 (page 7), that she has the duty as custodian of cheque books to count the leaves before cheque books are issued (page 14), that the concerned clerk has to note the account number and the ledger folio number in each cheque leaf (page-15), that she had to count the leaves but she did not do so (page 15 and 16), that the procedural instructions are there in the book of instructions and that the cheque book issued to the customer was in the custody of the customer after 13-05-1994 until one of the cheque leaves was utilized for withdrawing Rs. 2,20,000 (page 17). regarding the responsibility and procedural compliance in the matter of issuance of cheque book by the workman, she has no answer. MW4 has no role in regard to the issuance of cheque book.

8. As per Ext.M1(t) complaint of Sri. Jaini (Account holder) the cheque book containing cheque leaves No. 136081 to 136100 were not used until the disputed transaction. The cheque book is not before the court. The pass book is also not produced. But the management has produced a copy of the statement of account, Ext.M1 (f).

But it relates to transactions of one month only from 16-05-1994 to 13-06-1994. According to the management the cheque leaves were removed with their counter foils by the workman during the time he handled the cheque book. But nobody has witnessed such removal naturally because such things are done in secret. In order to remove the cheque leaves with counter foils the pins that hold the cheque leaves too have to be removed. Thereafter the leaves have to be stapled again. Broadway branch is a big branch having many staff. For doing such things it is not easy to avoid the notice of others in a busy branch like Broadway branch. It was the duty of MW2 and 3 to verify the cheque leaves before the cheque book was issued to the customer. MW2 had written SB account No., ledger folio number in each of the leaves admittedly. But he had failed to count the leaves. When MW2 was asked about the procedure for issuance of cheque books he pretends ignorance about the guidelines in the books of instructions. He was evading answers regarding each step to be taken in the matter of issuance of cheque books. Both MW2 and 3 were negligent in handling the transaction and issuing cheque book to the customer. MW3 has admitted that the cheque book was in the custody of Sri. Jaini, the customer for about one month before the disputed transaction took place. She also has stated that anybody could remove cheque leaves during this period from the office of Jaini. The representative of Jaini Sri. Ashraf is not examined. Sri. Jaini is also not examined. There is no evidence to prove that the disputed cheque Ext. M1(r) was written by the workman (that aspect will be dealt with later) in order to connect him to the incident of removal of cheque leaves. Thus there is no evidence to link the workman to the incident of removal of cheque leaves from the cheque book.

9. The next allegation is that the workman utilising a cheque leaf withdrew Rs. 2,20,000 on 11-06-1994. Ext. M1(r) is the disputed cheque (copy). The case of the management is that the signature in the cheque was forged by the workman. Ext.M1(s) is the account opening form. It contains the specimen signatures of joint account holders. Ext.M1(r) cheque is purported to contain the signature of Sri. Jaini, one of the account holders. The signatures in Ext. M1(s) specimen signature form and Ext. M1(r) disputed cheque appear to be similar. It is for the management to prove that the signature was forged either by the workman himself or by his person.

10. The cheque was presented on 11-06-1994 to MW4 Valsala E. S. She was Computer Terminal Operator. She was in the Accounts Section on 11-06-1994. On that morning she was asked by the Manager to attend P & SB section as the person who was handling that section was on leave on that day. The disputed cheque was received by MW4 and token was issued by her to the customer. When the cheque was being posted the workman who was nearby told MW4 that the cheque was not signed on its reverse side by the person who presented the cheque.

Hence the signature of the customer was obtained on the reverse side of the cheque. According to her it was the duty of the Deputy Manager MW3 to verify the signature in the cheque with specimen signature and pass the cheque. She says that without verification MW3 would not have passed the cheque (page 5-MW4). The witness states that she was called to police station to identify the person who received the money. She had identified the person in the police station. On that morning when she reached the bank the staff had told her that the uncle of workman was the person who had presented the cheque. She had also seen the paper report about the incident which she identifies as Ext. M 1(u) (page-4). She states that she has only hearsay knowledge that it was the uncle of workman who had presented the cheque. She also deposes that if it is said that it was not the uncle of the workman, who had presented the cheque, she was not able to deny (page-6). She says that she remembers the person who presented the cheque because he was called again for the purpose of getting his signature on the reverse side of the cheque. She admits that it was a busy day and there were many transactions. Identification of Jayapalan, the uncle of workman by MW4 is not proper. Before she went to police station to identify the person she came to know from the staff of the bank that it was the uncle of workman who had presented the cheque on 11-06-1994. She had also seen the paper report [Ext. M1(e)] which contained the photographs of workman and his uncle, Jayapalan. It is thereafter that she identified Jayapalan in the police station. No record concerning the crime registered by the police is before court. The incident was on 11-06-1994 and the paper report regarding the arrest of the accused is of the date 19-08-1994, after two months from the date of incident. The witness says that the fraudulent transaction was detected before lunch itself. After her lunch while she was returning to her seat she saw the officers and staff standing near the cabin of the Manager. When she enquired, she came to know about the incident.

11. MW3 the Deputy Manager who passed the cheque says that she was also called to police station to identify the accused. When she reached there she was told by the police that money was received from the bank by workman's uncle. The staff who accompanied her also told her that the person who was with the workman had received the money from the bank (page 9). MW3 then identified Jayapalan. The identification of the accused Jayapalan by MW3 is thus not proper. She came to know through police as well as staff that the person with the workman was his uncle and he was the person who had received the money.

12. That apart the cashier who actually handed over the money to the token holder is not identified by the bank and examined. It is relevant to note that in the complaint of Jaini [(Ext. M1(t))] it is mentioned that the Manager had told him, when he had enquired about the transaction, that someone had telephoned to the manager saying that Sri. Jaini was calling and he was sending a cheque through a

bearer who was a stranger to the bank and he was late to present the cheque. This is not denied by the management. If so, the manager would have given instruction to the concerned clerk to do the needful to encash the cheque. MW4 was the clerk, who received the cheque and issued the token. She does not say that she was told anything by the manager.

13. The customer came to know about the transaction on the same day when his manager went to bank for another transaction in respect of another account and happened to see the Manager. The manager then mentioned to him about the withdrawal of a large sum from the SB account in question. The customer's manager contacted the customer and bank was informed that the customer had not authorised the withdrawal. MW3 says that the fraudulent transaction was detected within half an hour. On the next day customer gave Ext. M1(t) complaint. The workman was suspended from service 2 1/2 months thereafter on 26-08-1994. He was arrested by the police sometime around 19-08-1994 as the paper report of the arrest was published on 19-08-1994. The charge sheet was issued after more than three years on 11-11-1997. There is no explanation why there was so much delay in taking action against the workman despite his arrest by the police. The criminal case ended in acquittal admittedly. But the records of the criminal case are not brought in evidence by the management.

14. It is not known whether the handwriting in the disputed cheque including the SB account number and the ledger folio number is that of the workman. There was no question to MW2 who wrote 'SB' account number and ledger folio number in all the cheque leaves, whether SB account number and ledger folio number were written in the disputed cheque by him or by workman or by someone else. No attempt was made by the management as to who had written the SB account number and the ledger folio number in the disputed cheque. There was no chance for MW2 to write it in the disputed cheque because after writing the numbers in the cheque leaves the cheque book was handed over by MW2 himself to the customer's representative. Therefore the possibility is that someone else has written it. Was it done by the workman or someone under his instructions? There is no evidence. So also the signature on the reverse side of the disputed cheque is not proved to be that of Jayapalan. Just because Jayapalan is the uncle of the workman it is alleged by the management that the money was withdrawn by Jayapalan for workman. However the withdrawal of the money by Jayapalan itself is not proved by the management. No money is seen recovered by the police. There is no evidence regarding appropriation of money either by workman or Jayapalan.

15. There is no evidence that the signature was forged by the workman or on his behalf by someone else. Important witnesses like the complainant, the cashier who gave the money to the token holder, Sri. Ashraf who received the cheque book from the bank, the Manager of

Jaini and the manager of the bank are not examined. Jayapalan could be summoned to identify the signature on the reverse side of the cheque. I have already mentioned that the identification of Jayapalan by MW3 and 4 is not proper. The case of the management, that the SB account No. 014229 in question is a rarely operated account and hence the workman utilised this opportunity to commit the fraud, is not convincing. Ext. M1 (f) is a copy of the account. But it relates to a period of one month only from 16-05-1994 to 13-06-1994. It is seen that even during this short span of one month there were a number of deposits (7 deposits) and 2 withdrawals including the disputed withdrawal. Had the pass book or the full account statement been produced it would have been clear as to the nature of transactions in respect of the account. But even Ext. M1(f) shows that it is not a rarely operated account, but a frequently operated account and a bank employee who is quite aware of the nature of operation of the account would not dare to withdraw such a large sum from such an account.

16. Despite the detection of the culprit within a short span and arrest of workman by police, there is long delay of more than 3 years in taking disciplinary action and the delay is not explained by the management. There was negligence on the part of MW2 and 3 in issuing cheque book as well as passing disputed cheque. There is lack of even probable circumstances to show the involvement of the workman in the incident. There is no previous misconduct or disciplinary action against the workman admittedly (MW3). Besides MW3 says that he is a pleasing personality.

17. In the light of the above circumstances I find that the management has failed to prove the charges levelled against the workman and he is not guilty of the charges.

18. Point No. 2:- Ext. M1(x) is the final order of the disciplinary authority imposing the punishment of dismissal from service. In view of the above finding I hold that the punishment imposed by the disciplinary authority is unsustainable.

In the result an award is passed finding that the action of the management in dismissing Sri. S. Santhana Krishnan from service is illegal and unjustified and he is entitled to be reinstated with back wages and all consequential benefits.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant transcribed and typed by her corrected and passed by me on this the 26th day of April 2010.

P. L. NORBERT, Presiding Officer

APPENDIX

Witnesses for the Workman - Nil

Witnesses for the Management

MW1- T.B. Sasidharan- Enquiry Officer

MW2- Ajayan K.K.- Special Assistant, SBT.

MW3- Valsala Varghese Deputy Manager

MW4- Valasala E. S. CTO, SBT.

Exhibits for the Workman - Nil

Exhibit for the Management

M1 Enquiry File.

Ext.M1 (a) - Proceedings of enquiry

Ext.M1 (b) - -do-

Ext.M1 (c) - Memo of suspension dt.26-08-1994 issued to workman

Ext.M1 (d) - Charge sheet dt. 11-11-1997

Ext.M1 (e) - Reply of workman to the charge sheet.

Ext.M1 (f) - Copy of the statement of account

Ext.M1 (g) - Copy of Cheque Book Issued Register

Ext.M1 (h) - Copy of Attendance Register

Ext.M1 (i) - -do-

Ext.M1 (j) - -do-

Ext.M1 (k) - -do-

Ext.M1 (l) - -do-

Ext.M1 (m) - -do-

Ext.M1 (n) - Cashier's Scroll

Ext.M1 (o) - Deputy Manager's Scroll

Ext.M1 (p) - Copy of Attendance Register

Ext.M1 (q) - Copy of Savings Bank Withdrawal Form

" q (i)- -do-

" q (ii)- -do-

" q (iii)- -do-

" q (iv)- Copy of Cheque

Ext.M1 (r) - Copy of Disputed cheque

Ext.M1 (s) - Account opening form of Jaini & Others

Ext.M1 (t) - Complaint of customer dt. 12-06-1994

Ext.M1 (u) - Paper report

Ext.M1 (v) - Copy of Bank's protest bill account.

Ext.M1 (w) - Preliminary Order proposing punishment issued to the worker

Ext.M1 (x) - Final order of the disciplinary authority.

नई दिल्ली, 13 मई, 2010

का.आ. 1475.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार करूर व्यस्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार बेंगलूर के पंचाट (संदर्भ संख्या 125/2007) को प्रकाशित करती जो केन्द्रीय सरकार को 13-5-2010 को प्राप्त हुआ था।

[सं. एल-12011/13/2007-आईआर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 13th May, 2010

S.O. 1475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.125/2007) of the Central Government Industrial Tribunal-Cum- Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Karur Vyasya Bank and their workmen, received by the Central Government on 13-5-2010.

[No. L-12011/13/2007-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 30th April 2010

PRESENT

Shri S. N. NAVALGUND, Presiding Officer

C. R. No.125/2007

I PARTY

The General Secretary,
Karur Vyasya Bank Employees Union,
20, West Anjaneya Temple Street,
Basavangudi,
Bangalore -560004

II PARTY

The General Manager (P),
Karur Vyasya Bank,
Head Office, Erode Road,
Karur (TN)
Karur - 639002

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L -12011/13/2007-IR (B-I) dated 31-8-2007 for adjudication on the following Schedule :

SCHEDULE

Whether the action of the management of Karur Vyasya Bank in denying the formulation of specific

transfer policy sought by Karur Vyasya Bank Employees Union, if fair and justified? If not, to what relief the union is entitled?

2. Pursuant to the notices issued by this tribunal to both the parties, the first party entering its appearance through an Advocate filed a detailed Claim Statement on 16-11-2007 running into 21 pages. Whereas, the Second Party entering its appearance through an advocate instead of filing the Counter Statement, to the Claim Statement filed by the first party, approached the Hon'ble High Court of Karnataka in Writ Petition No. 17390/2007 (L -Res.) questioning the reference.

3. The Hon'ble High Court after causing notice to the Union of India, Ministry of Labour, Asstt. Labour Commissioner (C), Government of India and the first party union arrayed as Respondents (1) & (2) and (3) in the Writ Petition and after hearing the learned advocates appearing for both the sides by order dated 6-3-2009 quashed the reference in question.

4. After the order of Hon'ble High Court in Writ Petition referred above, the learned advocate appearing for the Second Party producing its certified copy with his memo requested to dispose off the matter. On 28-4-2010 when the matter was called before this tribunal, the learned advocate appearing for the Second Party producing the Xerox copy of the decision rendered in Writ Petition No. 17390/2007 (L-RES) reported in ILR 2009 KAR 2069 brought to the notice that the decision rendered by the Hon'ble High Court quashing this reference being reported in ILR 2009 Kar 2069.

5. Having regard to this decision of the Hon'ble High Court Shri Hanumanthe Gowda claims to be the Clerk of the first party advocate submitted that he has been instructed by his Advocate that he has no objection to close the reference in view of the decision of Hon'ble High Court in Writ Petition No. 17390/2007 dated 6-3-2009.

6. The Hon'ble High Court holding that the transfer being an incidental to the service and it is prerogative of the management, there cannot be any imposition of particular formula in the matter of transfer, in so far as the employees of the banks are concerned, who are party to All India Bank Employees Association and other employees of the Association, who have already entered into a settlement and are bound by Sastri Award quashed the reference in question.

7. In view of the decision rendered by the Hon'ble High Court quashing the reference in question, this tribunal has nothing to do except to reject the reference. In the result, I pass the following Award :

AWARD

The reference is rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 30-4-2010)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 14 मई, 2010

का.आ. 1476-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या संलग्न सूची के अनुसार) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-5-2010 को प्राप्त हुआ था।

संलग्न सूची के अनुसार

(1—41)

उन फाइलों की सूची जिसमें एक जैसा पंचाट प्राप्त हुआ

- [1.सं. एल-42012/3/2001-आई.आर.डीयू-संदर्भ संख्या-157/2001
- 2.सं. एल-42012/168/2000-आई.आर.डीयू-संदर्भसंख्या-296/2000
- 3.सं. एल-42012/186/2000-आई.आर.डीयू-संदर्भसंख्या-298/2000
- 4.सं. एल-42012/157/2000-आई.आर.डीयू-संदर्भसंख्या-272/2000
- 5.सं. एल-42012/97/2000-आई.आर.डीयू-संदर्भ संख्या-241/2000
- 6.सं. एल-42012/193/2000-आई.आर.डीयू-संदर्भसंख्या-305/2000
- 7.सं. एल-42012/292/2000-आई.आर.डीयू-संदर्भसंख्या-317/2000
- 8.सं. एल-42012/311/2000-आई.आर.डीयू-संदर्भसंख्या-399/2000
- 9.सं. एल-42012/263/2000-आई.आर.डीयू-संदर्भसंख्या-332/2000
- 10.सं. एल-42012/98/2000-आई.आर.डीयू-संदर्भसंख्या-229/2000
- 11.सं. एल-42012/200/2000-आई.आर.डीयू-संदर्भसंख्या-311/2000
- 12.सं. एल-42012/334/2000-आई.आर.डीयू-संदर्भसंख्या-401/2000
- 13.सं. एल-42012/452/2000-आई.आर.डीयू-संदर्भ संख्या-38/2001
- 14.सं. एल-42012/517/2000-आई.आर.डीयू-संदर्भ संख्या-70/2001
- 15.सं. एल-42012/12/2001-आई.आर.डीयू-संदर्भ संख्या-205/2001
- 16.सं. एल-42012/118/2001-आई.आर.डीयू-संदर्भसंख्या-263/2001
- 17.सं. एल-42012/120/2001-आई.आर.डीयू-संदर्भसंख्या-265/2001
- 18.सं. एल-42012/515/2000-आई.आर.डीयू-संदर्भ संख्या-68/2001
- 19.सं. एल-42012/519/2000-आई.आर.डीयू-संदर्भ संख्या-72/2001
- 20.सं. एल-42012/587/2000-आई.आर.डीयू-संदर्भसंख्या-135/2001
- 21.सं. एल-42012/569/2000-आई.आर.डीयू-संदर्भसंख्या-129/2001
- 22.सं. एल-42012/244/2001-आई.आर.डीयू-संदर्भसंख्या-323/2001
- 23.सं. एल-42012/455/2000-आई.आर.डीयू-संदर्भसंख्या-118/2001
- 24.सं. एल-42012/245/2001-आई.आर.डीयू-संदर्भसंख्या-321/2001
- 25.सं. एल-42012/44/2001-आई.आर.डीयू-संदर्भ संख्या-223/2001
- 26.सं. एल-42012/30/2001-आई.आर.डीयू-संदर्भ संख्या-227/2001
- 27.सं. एल-42012/242/2001-आई.आर.डीयू-संदर्भसंख्या-327/2001
- 28.सं. एल-42012/165/2000-आई.आर.डीयू-संदर्भसंख्या-276/2000
- 29.सं. एल-42012/7/2002-आई.आर.डीयू-संदर्भ संख्या-116/2002
- 30.सं. एल-42012/10/2002-आई.आर.डीयू-संदर्भ संख्या-113/2002
- 31.सं. एल-42012/281/2001-आई.आर.डीयू-संदर्भ संख्या-45/2002

- 32.सं. एल-42012/221/2002-आई.आर.डीयू-संदर्भ संख्या-66/2003
- 33.सं. एल-42012/227/2002-आई.आर.डीयू-संदर्भ संख्या-69/2003
- 34.सं. एल-42012/208/2002-आई.आर.डीयू-संदर्भ संख्या-63/2003
- 35.सं. एल-42012/199/2002-आई.आर.डीयू-संदर्भ संख्या-62/2003
- 36.सं. एल-42012/121/2003-आई.आर.डीयू-संदर्भसंख्या-153/2004
- 37.सं. एल-42012/145/2003-आई.आर.डीयू-संदर्भसंख्या-177/2004
- 38.सं. एल-42012/182/2003-आई.आर.डीयू-संदर्भसंख्या-191/2004
- 39.सं. एल-42012/179/2003-आई.आर.डीयू-संदर्भसंख्या-215/2004
- 40.सं. एल-42012/207/2002-आई.आर.डीयू-संदर्भ संख्या-64/2003
- 41.सं. एल-42012/161/2000-आई.आर.डीयू-संदर्भसंख्या-274/2000]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 14 May, 2010

S.O. 1476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. as per list enclosed) of the Central Government Industrial Tribunal/Labour Court, No. 1 Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 14-5-2010.

(As per list enclosed)

(1—41)

List files in which common award is received

- [1. L-40012/3/2001-IR (DU) (Ref. No. 157/2001)
2. L-40012/168/2000-IR (DU) (Ref. No. 296/2000)
3. L-40012/186/2000-IR (DU) (Ref. No. 298/2000)
4. L-40012/1157/2000-IR (DU) (Ref. No. 272/2000)
5. L-40012/97/2000-IR (DU) (Ref. No. 241/2000)
6. L-40012/193/2000-IR (DU) (Ref. No. 305/2000)
7. L-40012/292/2000-IR (DU) (Ref. No. 317/2000)
8. L-40012/311/2000-IR (DU) (Ref. No. 399/2000)
9. L-40012/263/2000-IR (DU) (Ref. No. 332/2000)
10. L-40012/98/2000-IR (DU) (Ref. No. 229/2000)
11. L-40012/200/2000-IR (DU) (Ref. No. 311/2000)
12. L-40012/334/2000-IR (DU) (Ref. No. 401/2000)
13. L-40012/452/2000-IR (DU) (Ref. No. 38/2001)
14. L-40012/517/2000-IR (DU) (Ref. No. 70/2001)
15. L-40012/12/2001-IR (DU) (Ref. No. 205/2001)
16. L-40012/118/2001-IR (DU) (Ref. No. 263/2001)
17. L-40012/120/2001-IR (DU) (Ref. No. 265/2001)
18. L-40012/515/2000-IR (DU) (Ref. No. 68/2001)
19. L-40012/519/2000-IR (DU) (Ref. No. 72/2001)
20. L-40012/587/2000-IR (DU) (Ref. No. 135/2001)
21. L-40012/569/2000-IR (DU) (Ref. No. 129/2001)
22. L-40012/244/2001-IR (DU) (Ref. No. 323/2001)
23. L-40012/455/2000-IR (DU) (Ref. No. 118/2001)
24. L-40012/245/2001-IR (DU) (Ref. No. 321/2001)

25. L-40012/44/2001-IR (DU) (Ref. No.223/2001)
26. L-40012/30/2001-IR (DU) (Ref. No.227/2001)
27. L-40012/242/2001-IR (DU) (Ref. No.327/2001)
28. L-40012/165/2000-IR (DU) (Ref. No.276/2000)
29. L-40012/7/2002-IR (DU) (Ref. No.116/2002)
30. L-40012/10/2002-IR (DU) (Ref. No.113/2002)
31. L-40012/281/2001-IR (DU) (Ref. No.45/2002)
32. L-40012/221/2002-IR (DU) (Ref. No.66/2003)
33. L-40012/227/2002-IR (DU) (Ref. No.69/2003)
34. L-40012/208/2002-IR (DU) (Ref. No.63/2003)
35. L-40012/199/2002-IR (DU) (Ref. No.62/2003)
36. L-40012/121/2003-IR (DU) (Ref. No.153/2004)
37. L-40012/145/2003-IR (DU) (Ref. No.177/2004)
38. L-40012/182/2003-IR (DU) (Ref. No.191/2004)
39. L-40012/179/2003-IR (DU) (Ref. No.179/2004)
40. L-40012/207/2002-IR (DU) (Ref. No.207/2003)
41. L-40012/161/2000-IR (DU) (Ref. No.161/2000)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I. D. No's. (as per list mentioned below)

Shri. Mohan Lal and 40 others

Applicants

Versus

The General Manager, Telecommunication

Respondent

APPEARANCES

For the Workman : Shri Amit Sharma, Subhash
Sharma Arun Batra, Karam
Singh, N.K. Nagar, D.R. Kaith,
Manjit Dhiman, O.P. Batra,
Hardial Singh, M. R.
Dhiman R. P. Rana.
Advocates.

For the Management : Shri G. C. Babbar & Anish
Babbar Advocates.

AWARD

Passed on :- 27-4-10

This award shall dispose off 41 references and industrial disputes pending adjudication before this Tribunal relating to different workmen against the same management, Telecommunication. The references and industrial disputes which are being disposed off by this award are as follows:—

Common question of law and facts are involved in all these reference accordingly, for ends of justice, all the references are answered by this single award. After perusal of the pleadings and evidence of the parties, the main issues for adjudication before this Tribunal in all the references and industrial disputes are as follows:—

S.No.	I.D. No.	Reference No's & dated	Parties Name
1.	157/2001	L-40012/3/2001/IR (DU) dated 12-4-2001	Mohan Lal versus Telecommunication
2.	296/2000	L-40012/168/2000/IR (DU) dated 31-7-2000	Harjit Singh versus Telecommunication
3.	298/2000	L-40012/186/2000/IR (DU) dated 31-7-2000	Amrik Singh versus Telecommunication
4.	272/2000	L-40012/157/2000/IR (DU) dated 31-7-2000	Shamsher Singh versus Telecommunication
5.	241/2000	L-40012/97/2000/IR (DU) dated 31-5-2000	Rakesh Kumar versus Telecommunication
6.	305/2000	L-40012/193/2000/IR (DU) dated 31-7-2000	Hare Ram Mehta versus Telecommunication
7.	317/2000	L-40012/292/2000/IR (DU) dated 24-8-2000	Sukhdarshan Singh versus Telecommunication
8.	399/2000	L-40012/311/2000/IR (DU) dated 28-9-2000	Vinod Kumar versus Telecommunication
9.	332/2000	L-40012/263/2000/IR (DU) dated 29-8-2000	Bhikhari Ram versus Telecommunication
10.	229/2000	L-40012/98/2000/IR (DU) dated 30-5-2000	Satpal versus Telecommunication
11.	311/2000	L-40012/200/2000/IR (DU) dated 31-7-2000	Bejinder Kumar versus Telecommunication
12.	401/2000	L-40012/334/2000/IR (DU) dated 28-9-2000	Manoj Kumar versus Telecommunication
13.	38/2001	L-40012/452/2000/IR (DU) dated 18-1-2001	Salik Ram versus Telecommunication
14.	70/2001	L-40012/517/2000/IR (DU) dated 31-1-2001	Satinder Singh versus Telecommunication
15.	205/2001	L-40012/12/2001/IR (DU) dated 24-4-2001	Ranjit Singh versus Telecommunication
16.	263/2001	L-40012/118/2001/IR (DU) dated 16-7-2001	Rao Virender versus Telecommunication
17.	265/2001	L-40012/120/2001/IR (DU) dated 16-7-2001	Ram Yash versus Telecommunication
18.	68/2001	L-40012/515/2000/IR (DU) dated 31-1-2001	Karamjit Singh versus Telecommunication
19.	72/2001	L-40012/519/2000/IR (DU) dated 31-1-2001	Mukhtiar Singh versus Telecommunication
20.	135/2001	L-40012/587/2000/IR (DU) dated 26-3-2001	Balwant Singh versus Telecommunication

S.No.	I.D. No.	Reference No's & dated	Parties Name
21.	129/2001	L-40012/569/2000/IR (DU) dated 26-3-2001	Prema Devi versus Telecommunication
22.	323/2001	L-40012/244/2001/IR (DU) dated 6-11-2001	Chhati Lal versus Telecommunication
23.	118/2001	L-40012/455/2000/IR (DU) dated 1-2-2001	Paramjit Singh versus Telecommunication
24.	321/2001	L-40012/245/2001/IR (DU) dated 6-11-2001	Surjit Singh versus Telecommunication
25.	223/2001	L-40012/44/2001/IR (DU) dated 15-5-2001	Ashwani Kumar versus Telecommunication
26.	227/2001	L-40012/30/2001/IR (DU) dated 27-4-2001	Jasmer Singh versus Telecommunication
27.	327/2001	L-40012/242/2001/IR (DU) dated 6-11-2001	Labh Singh versus Telecommunication
28.	276/2000	L-40012/165/2000/IR (DU) dated 31-7-2000	Jag Mohan Singh versus Telecommunication
29.	116/2002	L-40012/7/2002/IR (DU) dated 3-6-2002	Kulwant Singh versus Telecommunication
30.	113/2002	L-40012/10/2002/IR (DU) dated 3-6-2002	Paramjit Kaur versus Telecommunication
31.	45/2002	L-40012/281/2001/IR (DU) dated 5-2-2002	Gurdeep Singh versus Telecommunication
32.	66/2003	L-40012/221/2002/IR (DU) dated 21-3-2003	Darshan Singh versus Telecommunication
33.	69/2003	L-40012/227/2002/IR (DU) dated 21-3-2003	Ram Kumar versus Telecommunication
34.	63/2003	L-40012/208/2002/IR (DU) dated 21-3-2003	Sarwan Kumar versus Telecommunication
35.	62/2003	L-40012/199/2002/IR (DU) dated 21-3-2003	Ranbir Singh versus Telecommunication
36.	153/2004	L-40012/121/2003/IR (DU) dated 9-3-2004	Iqbal Singh versus Telecommunication
37.	177/2004	L-40012/145/2003/IR (DU) dated 19-4-2004	Ravinder Singh versus Telecommunication
38.	191/2004	L-40012/182/2003/IR (DU) dated 27-5-2004	Ranbir Singh versus Telecommunication
39.	215/2004	L-40012/179/2003/IR (DU) dated 25-5-2004	Ram Jeet versus Telecommunication
40.	64/2003	L-40012/207/2002/IR (DU) dated 21-3-2003	Jasbir Singh versus Telecommunication
41.	274/2000	L-40012/161/2000/IR (DU) dated 31-7-2000	Swaran Singh versus Telecommunication

- (1) Whether any contract was entered into in between the contractor and the management of BSNL for supplying contract labour?
- (2) Whether it is possible under the law to execute a contract to supply labour in number without identity of the workmen? If no, its effects?
- (3) Whether the supply of labour without disclosing the identity of workman violates his right to life and personal liberty as protected under Article 21 of the Constitution?
- (4) If there is any irregularity or illegality in executing a contract and or in supplying the labour, what will be its effects?
- (5) Whether the workman has established that they have directly engaged and worked with the management under the supervision of telecommunication?
- (6) The relief, if any?

All these issues have been raised by the learned counsels for the workman during arguments.

The case of the workmen is that they were appointed by the management for discharging various available work on different dates. Their services were terminated without any notice or one month wages in lieu of notice and

retrenchment compensation. Juniors were retained, new hands were recruited after the termination of their services. Almost in all the references there is one more plea taken by the workmen that the management has shown them on contract but the so called contract is the paper arrangement, combafalgue and shame. Actually they were emgaged by the management directly. Wages were paid by the management and all the workmen had been under the administrative control of the management.

On the other hands, management in all the cases has contended that there was no master servant relationship between the management and the workman. The services of workmen were provided with to the management by a contractor and no one was appointed directly by the management. Evidence of every workman was recorded at length. In most of the cases Shri ashok Kumar E.D. Legal Telecommunication, Shri Khuswant Lal, Deputy General Manager, Mobile and Shri Ramesh Kumar Mittal the so called contractor was cross-examined on behalf of the management at length.

As stated earlier, arguments of the parties were also heard at length. Learned counsels for the workmen have relied upon the following case laws:—

- (1) S. M. Nilajkar and others versus Telecom District Manager, Karnataka 2003 (4) Supreme Court cases 27.

- (2) FCI, Haryana Versus Presiding Officer CGIT-cum-LC-I Chandigarh and other 1987 (2), Service Law Reporter 678.
- (3) Bharat Heavy Electronics Limited versus State of U.P. and Others 2003 (6) Supreme Court Cases 528.
- (4) Bank of Baroda versus Ghemarbhai Harjibhai Rabari 2005 (10) Supreme Court Cases 972.
- (5) Maharashtra State Road Transport Corporation and Another versus Casteribe Rajya Parivahan Karamchari Sanghatana 2009 (8) Supreme Court cases, 556.
- (6) Steel Authority of India Limited and Others versus National Union Water Workers and Others AIR 2001 Supreme Court 3527 (1).

On the other hand learned counsel for the management has cited and relied upon following case laws:—

- (1) Steel Authority of India Limited and Other versus National Union Water Workers and Others AIR 2001 Supreme Court 3527 (1).
- (2) GM, ONGC, Shilchar versus ONGC Contractual Workers Union, 2008 (LLR) 801, Supreme Court Cases.
- (3) Food Corporation of India and Others Versus Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I Chandigarh and Others 2008 LLR 391.

I have gone through all the case laws cited and relied upon by both of the parties. I have also perused the evidence oral and documentary and other materials on record. I am adjudicating and answering all the issues mentioned above one by one.

So far as the issue no. 1 is concern, it is admitted almost by all the workmen that there were some man in between the management and the workmen. The evidence of Shri Mohan Lal makes it clear that payment was made good in the presence of SDO Telecommunication Department Sector-17, Chandigarh. The man use to come to the office for the payment of wages and the same was made good in the presence of SDO. He does not known that man. The circumstances speak themselves. No workman has denied for presence of a contractor but they all have said in unanimous words that the contract, if any was shame and camouflage. It was contended by learned counsels for the workmen that when the contract was shame and camouflage the contract became void abinitio and all the workmen shall be treated as the direct employees of the principal employer.

The management has also produced the contractor who has categorically deposed that he provided with the

labour to the management. He was also having a contract with the management. Written contract has also been filed by the management. No doubt written contract has not been field in original. Its certified copies have been filed. It has been the contention of the management that original contract is not available and traceable in the department. This Tribunal by passing an order suo muto directed the management to file the original documents regarding the contract entered into by the department with the contractor, documents relating to the supply of labour by the contractor to the management and the documents relating to the payment of wages by the management to the contractor and by contractor to the workman. All the documents have been filed but the same are not in original. Few original documents were filed in the Court but rest such as the contract agreement etc. were not filed in original. This issue regarding failure of the management for filing the original documents shall be dealt with in another issue, whether the contract was shame and camouflage? In this issue, it is established before this Tribunal that there was a Contractor with whom a contract was entered into by the management for supplying the contract labour. Thus, issue no. 1 is disposed of accordingly.

Issue no.2 is regarding the nature of the contract entered into between the management and the contractor for supplying contract labour. The conditions under which a contract can be shame and camouflage have been very well established by Hon'ble the Apex Court in Steel Authority of India Limited and Another versus National Union Water Workers and Others AIR 2001 Supreme Court 352. Hon'ble the Apex Court in the same judgment has dealt with the issue very elaborately. I have gone through the entire judgment and the principles laid down by Hon'ble the Apex Court, particularly the circumstances under which a workman in spite of being supply to the management by a so called contractor can be deemed to be the employee of the principal-employer? Without quoting the relevant paragraphs, I will apply the ratio of the judgment in the fact and circumstances of the presence references and industrial disputes.

Thereafter, Hon'ble the Apex Court in GM, ONGC Shilchar versus ONGC Contractual Workers Union, 2008 LLR 801 has also dealt with the issue in specific terms. Hon'ble the Apex Court in GM ONGC Shilchar's case (supra) has also relied upon the principal laid down by Hon'ble the Apex Court in Steel Authority of India limited's case (supra). Hon'ble Punjab. & Haryana High Court in FCI and Other versus Presiding Officer Central Government Industrial Tribunal-cum-Labour Court-I Chandigarh and others 2008 LLR 391 on relying upon the principles laid down by Hon'ble the Apex Court in Steel Authority of India Limited's Case (supra) and G. M. ONGC Shilchar's case (supra) has also dealt with the issue of employer and employee relationship between the workman and the management of any organization. Hon'ble Punjab &

Haryana High Court in the said judgment has also dealt with the circumstances under which a contract can be held to be camouflage, shame merely an eye wash and just a paper arrangement. If the ratio of all the judgment mentioned above is taken into considered every workmen has to be established the following facts:—

- (1) That there existed a master and servant relationship between the workman and the management (workman was directly engaged by the management).
- (2) That the workman was under the administrative control of the management.
- (3) That there was no contractor in between the management and the workmen.
- (4) That the payment of wages was made good by the management to the workman directly and not by the contractor.
- (5) At the cost of the repetition the remittance rolls for the payment of wages were made by the management and not by the contractor.

If the above mentioned ratio of the judgments mentioned above are applied to the present industrial disputes, it is clear that workman failed to prove that they were appointed/engaged by the management of telecommunication. Every workman has stated in very clear terms that no appointment letter was given to any of them by the management. The above mentioned facts have to be proved by the workmen. There is no iota of evidence on record to prove that any of the workmen was under the administrative control of the management. No documents except the affidavit and oral contention regarding the affidavit have been filed by the management to prove their initial appointment, administrative control over them and the payment of wages. It is settled law of services jurisprudence that to discharge the burden of prove mere filing the affidavit is not sufficient. Some cogent evidence has to be field by the workmen to prove that they were appointed directly by the management, they were under the administrative control of the management and they were paid wages by the management directly. If the workmen are able to prove above facts, they will be treated directed under the service of principal employer irrespective of any Contractor in existence to supply contract labour. Under such circumstances the contract shall be deemed to be camouflage, shame and arbitrary just as the paper arrangement to make the payment good to the workman and to prevent the workmen for claiming their rights under the Industrial Disputes Act. But it is not the case in the present industrial disputes. Contract agreement is on record. Documents regarding the payment of wages are also on record. Few workmen in their evidence recorded before the Tribunal admitted the some person used to visit the office of the management for payment of wages. They

also admitted that payment was also made good by the Contractor in the presence of the SDO. For the administrative control, the workman also failed to file any cogent evidence like sanction of leave application, disciplinary action taken by the management etc. Thus the workmen have also failed to prove that they were under the administrative control of the management of telecommunication.

The department of telecommunication has filed the record relating to the payment of wages through contractor. This has been challenged by learned counsel for the workman on the ground that it is not mentioned in these documents to whom the payment is made good and for what workmen the payment was made good? The evidence of WW1 Shri Ashok Kumar and Shri Ramesh Mittal makes it clear that contract was to supply the labour in numbers for a particular work and not by name. The contractor was at liberty even to change the workers everyday. Department was counting the workers in number and has no concern with the identify of the workmen. On the basis of the number of workers, the bill was prepared by the contractor. The officers of the telecommunication used to verify the bills by going through the work executed by the labour and the bills were accordingly passed. This system, as per the arguments of learned counsel for the workman, is against the provisions of Contract Labour (Regulation and Abolition) Act 1970. The violation of any provision of the above Act are to be dealt with in another issue. For the purpose of this issue, I am of the view that none of the workman was directly appointed by the management. None of the workmen was under administrative control of the management and the payment of wages were made good by the management to the contractor, and thereafter by contractor to the workmen. Thus, this issue is disposed off with the direction and finding that contract was not camouflage. It was a legally binding and enforcing contract between the management and the contractor.

Issue no. 3 is regarding the illegality and irregularity in making contract and supply contract labour. Number of instances has been mentioned by learned counsels for the workmen regarding illegality of contract. As per learned counsels for the workmen, there was no permanent office of the contractor. No documents were supplied by the contractor. There were irregularities in entering into the contract. Contract for complete period has not been filed. On irregularities in supplying of labour, learned counsel for the management has argued that in spite of irregularities and illegalities the contract labour cannot be treated as the employees of the principal employer. Learned counsel for the workman has stressed upon the issue of violation of Contract Labour (Regulation and Abolition) Act 1970. In Steel Authority of India Limited's case (supra) the issues of violation of the provisions of Contract Labour (Regulation and Abolition) Act 1970 have been dealt with

in detail. Under what circumstances the contract may held to be camouflage and shame has been discussed in previous issues? It depends on facts and circumstances of each case whether the contract execute in between the management and the contractor is camouflage and shame? The Court has to see whether there is any genuine contractor, whether there is proper master servant relationship and whether administrative control over the workman was that of the management? The term contract is defined in the Indian Contract Act. All the agreements enforceable by law are contracts. Agreements are made by two persons when they agree on the same thing in the same sense. The contract may be in oral or in writing. If the management and the Contractor agreed on the same thing in the same sense, there was a enforceable agreement and contract, whether the workman can be treated under direct administration of the management of telecommunication on account of violation of provisions of Contract Labour (Regulation and Abolition) Act, 1970? It is the issue of law and has very limited concern with the facts. This issue of law has been raised by learned counsel or the workman very forcibly. There may be several conditions to constitute the violation of any provisions of Contract Labour (Regulation and Abolition) Act, 1970. There may be a case where practice of contract labour is prohibited by appropriate Government under Section 10 (1) of the Act. There may be another issue regarding registration of the principal employer under section 7 of the Act. There may one more issue regarding licenses by the contractor under section 12 of the Act. The issues raised before the Tribunal is whether on account of any irregularity and illegality between the contractor and the management, if any, or any provisions of Contract Labour (Regulation and Abolition) Act, 1970 have been violated the workman shall be deemed to be the employees of the principal employer (Telecommunication)?

This issue has been settled by Hon'ble the Apex Court in Steel Authority of India Limited case (supra). Moreover, Hon'ble Pb. & Haryana High Court in FCI and others Versus Presiding Officer, Central Government Industrial Tribunal-I and others, 2008 LLR 1931 has decided the issue after relying upon the ratio of Steel Authority of India Limited case (supra). Without quoting the relevant paragraphs of above mentioned judicial pronouncements, I am applying the ratio of the judgment that on account of violation of any provisions of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour cannot be deemed to be the direct employees of the management of Telecommunication. In case of violation of the above mentioned provisions of the Act, only penal provisions mentioned under Sections 23 & 25 of the Act are attracted. Hence, it is nowhere provided that such employees through the contractor would become employees of the principal employer. Thus this issue is answered with the direction

that on any irregularity or illegality in the contract or supply of contract labour only penal provisions mentioned under Sections 23 and 25 of the Contract Labour (Regulation and Abolition) Act, 1970 shall follow and none of the workmen can be deemed to be the employee of the principal employer.

Moreover, the law prefers the lawful recruitment. If such practice is adopted that on account of irregularity and illegality in making the contract or supplying the contract labour, the contract labour is deemed to be the direct employees of the management, the very purpose of law preferring the lawful appointment will be frustrated. It is not the intention of the legislature. Legislature intends regular and lawful appointments against substantial vacancies and cannot permit to by pass this process.

The next issue is regarding supply of labour without identity of the workman. It is a well established before this Tribunal that contract was to supply the contract labour in numbers. The documents also make it clear that some times the bill was made to the contractor in number of labour supplied and sometimes by name. In both of the conditions, in my view, it was lawful for the contractor to supply the labour in numbers or by name. If the labour is supplied in number and after execution of work payment is also made good to the contractor on the basis of the number of labour supplied, it is not bad in law. Thus, law permits the management and the contractor to enter into such contract for supplying of labour in number even without disclosing the identity of the person. If this act is not against the provisions of the law that is deemed to be good and valid. Any agreement can only be frustrated when it is barred by law. Learned Counsel for the workman shri Amit Sharma has raised another issue that it violates Article 21 of the Constitution regarding right of personal life and liberty. Learned Counsel argued that on supply the contract labour in number, the Contractor and the Management have undermined the dignity of the workers. At least it should have come before the Tribunal that the contractor has supplied a particular labour for doing a particular work. Learned Counsel has argued that the very contract is violative of Article 21 of the Constitution. Article 21 of the Constitution is relating to life and personal liberty of human being article 21 provides that State shall not denied the right to life and personal liberty of any person without the procedure established by law. Article 21 contended the very important fundamental right which cannot be violated otherwise than the procedure established by law and the procedure should also be reasonable. The purpose beyond the contract was the execution of work through the contract labour. The work was executed and the payment was made good to the contractor. In none of the case, the workman has challenged the payment of wages by contractor to the workman. It is not in question that the contractor failed to make the payment good to the workman. If the work was discharged

by the workman and the payment was made good to him, the disclosure of identify makes no different. The motive of the workmen was to get the work done and received wages for livelihood and it was satisfied.

Moreover this was under the scheme of the Central Government, the work was carried through the contract labour. So the procedure for supplying the labour in number was in existence and I am unable to smell any violation of the provisions of Article 21 of the Constitution. The vires of the scheme is not subject matter before this Tribunal and cannot be because of the limited jurisdiction conferred upon this Tribunal.

Without commenting on the procedure, law and regulations, I am personally pained by this contractual system. But my personal views cannot over sight the provisions of law. As a disciplined judicial Officer. I am bound to abide by the law and my personal feelings and sentiments have no role to play and cannot obstruct the way of justice delivery by law. I have also one more feeling that workmen themselves are responsible for such contract system. Decline indiscipline deterioration in work culture in organization, in my view has been main cause for introducing this contract system. To improve the work culture and decorum in the office was cause for an introduction of such scheme. Otherwise then this, the Tribunal has no jurisdiction to say anything about the Government scheme. The Tribunal has to confine itself to references referred by the Central Government.

I have answered all the issue including the last issue that none of the workman was directly engaged or appointed by the management. They have not directly worked under the administrative control of the management and payment of wages were made good by the contractor and not by the management. Accordingly, on last issue which is regarding relief, I am of the view that none of the workmen is entitled for any relief. All the references are accordingly answered. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 मई, 2010

का.आ. 1477—जबकि मैसर्स सरोजा मिल्स, कोयम्बटूर (कोयम्बटूर क्षेत्र के अन्तर्गत कोड संख्या टी एन/73) (एतदुपरान्त

प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप- धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा दी गई छूट को रद्द करने हेतु आवेदन दिया है।

2. जबकि, उक्त प्रतिष्ठान को उक्त अधिनियम की धारा 17 (1) के अंतर्गत 1-12-1952 से छूट देने संबंधी दिनांक 16-7-1953 की अधिसूचना भारत के राजपत्र में प्रकाशित की गई थी।

3. और जबकि, यह देखने में आया है कि प्रतिष्ठान ने दिनांक 1-12-2008 को छूट अभ्यर्पित कर दी है तथा यह अब कोई क्रियाकलाप नहीं कर रहा है।

4. अतः अब केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा, उक्त प्रतिष्ठान को दी गई छूट को दिनांक 1-12-2008 से रद्द करती है।

[सं. एस-35017/10/2010-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 19th May, 2010

S.O. 1477—Whereas M/s. Saroja Mills, Coimbatore (under Code No. TN/73 Coimbatore Region) (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification dated 16-7-1953 granting exemption w.e.f. 1-11-1952 under Section 17 (1) (a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from the 1-12-2008 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the said Act the Central Government, hereby cancels the exemption granted to the said establishment with effect from the 1-12-2008.

[No. S-35017/10/2010-SS-II]

S. D. XAVIER, Under Secy.